

Execution

DATED

UISCE ÉIREANN

AND

[] COUNTY COUNCIL

MASTER CO-OPERATION AGREEMENT

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This **MASTER CO-OPERATION AGREEMENT** is made on

BETWEEN

- (1) **UISCE ÉIREANN**, a designated activity company (limited by shares), incorporated in Ireland (registered no. 530363) pursuant to the Water Services Act 2013, whose registered office is at Colvill House, 24-26 Talbot Street, Dublin 1, its successors and assigns, (**Uisce Éireann**); **AND**
- (2) [] **COUNTY COUNCIL**, [] (the **Local Authority**)
(each a **Party** and, together, the **Parties**)

WHEREAS

- (A) Pursuant to the Water Services (No.2) Act 2013, Uisce Éireann became the company responsible by statute for owning, operating and maintaining water and waste water infrastructure and delivering water services and waste water services in Ireland (together the “**Water Services Functions**”). Thereafter the Local Authority ceased to have the functions and powers previously conferred on it by the Water Services Act 2007 with respect to the water and wastewater activities which are the subject of the Water Services Functions.
- (B) In support of Uisce Éireann discharging its statutory functions, pursuant to Section 31 of the Water Services (No.2) Act 2013, the Parties entered into a Service Level Agreement dated 1 January 2013 which (i) detailed the services that the Local Authority would provide to Uisce Éireann in support of the Water Services Functions; and (ii) detailed the relationship between Uisce Éireann and the Local Authority with respect to such services (the “**SLA**”). The SLA is due to expire on 1 January 2026.
- (C) The Government Policy Paper – “*Uisce Éireann – Towards a national, publicly-owned, regulated, water services utility*” dated 23 February 2021 and the Workplace Relations Commission document “*Framework For the Future Delivery of Water Services*” dated June 2022 (the **Framework**) provide for a new agreement to replace the existing SLA. It has been agreed between the Parties that the SLA is to be terminated and replaced by this Agreement as of the Commencement Date (as defined).
- (D) The purpose of this Agreement is to provide for Uisce Éireann to have full accountability for Water Services Functions and for Uisce Éireann to have the necessary Management and Direction (as defined) of Local Authority Water Services Staff (as defined).

- (E) Separately, the Parties propose to enter into a Support Services Agreement whereby the services which the Local Authority has agreed to provide Uisce Éireann in support of the delivery by Uisce Éireann of Water Services Functions are set out. In the event that the Support Services Agreement is not signed by the Effective Date, the Local Authority has agreed to continue to provide the SLA Support Services until the Support Services Agreement is signed and commenced.
- (F) The Parties are entering into this Agreement and the Support Services Agreement in the public interest and in an intention to cooperate with each other in good faith to ensure that the current stable operating environment for the provision of Water Services to the public is maintained (to a standard no less than the Existing Standards) during the completion of the transformation of the public water-services sector in Ireland by the integration of Water Services Functions within the organisational structure of Uisce Éireann.
- (G) Accordingly, this Agreement sets out the manner in which the Parties have agreed to cooperate with each other in the manner set out in these Recitals.
- (H) The Parties acknowledge that this Agreement accords with and is intended to give effect to the terms of the Framework.
- (I) Now, therefore, the Parties enter into this Agreement for Uisce Éireann to have full accountability for Water Services Functions, for the Local Authority to provide the services of the Local Authority Water Services Staff (as defined) to Uisce Éireann, to provide for them to be under Uisce Éireann's Management and Direction (as defined), and to provide for the provision of Support Services (as defined) from the Local Authority to Uisce Éireann.

THE PARTIES AGREE as follows:

1 Definitions and Interpretation

1.1 In this Agreement, the following terms shall have the following meanings:

“Agreed Sub-Contractors” means Agresso and any other agreed sub-contractor of the Local Authority agreed between the Parties in writing during the Term of this Agreement;

“AIE Regulations” means the European Communities (Access to Information on the Environment) Regulations 2007 to 2011;

“Agreement” means the above recitals, the Conditions, and the Schedules hereto together with any amendments thereto agreed in writing between the Parties from time to time in accordance with clause 9 (Implementation and Governance) and, where the context so requires, the Support Services Agreement;

“Assets” means all lands, buildings, premises, depots, stores, plant, equipment, treatment plants, pumping stations and pipelines, the ownership of which is vested in Uisce Éireann, or which are scheduled and agreed to be transferred to Uisce Éireann, or under consideration for transfer to Uisce Éireann, with the Land Management Team;

“Binding Guidance” means any guidelines, recommendations, policies or instructions of any Competent Authority with which Uisce Éireann or the Local Authority (as appropriate) is required to comply in relation to the Water Services Functions and the Services (as the case may be);

“Business Day” means a day (other than a Saturday or a Sunday) on which banks are open for business in Ireland (excluding electronic and telephone banking);

“CCMA” means the County and City Management Association;

“Chief Executive of the Local Authority” means the person from time to time occupying the position or office of the city or county chief executive (as the case may be) of the Local Authority (by whatever name such position or office is called from time to time);

“Chief Executive Officer of Uisce Éireann” means the person from time to time occupying the position or office of chief executive officer of Uisce Éireann (by whatever name such position or office is called from time to time);

“Code of Practice” means the Code of Practice for the Governance of State Bodies issued by the Department for Finance, as amended or replaced from time to time;

“Commencement Date” means the date the last Party signs this Agreement;

“Competent Authority” means any local, national or supra-national agency, commission, authority, department, inspectorate, ministry, official or public or statutory person (whether autonomous or not) of the Irish Government or of the European Union and, where the context so admits or requires, shall include the Minister, the Commission for Regulation of Utilities, Water and Energy, and the Environmental Protection Agency;

“Conditions” means clauses 1 to 22 inclusive;

“Data Protection Law” means all applicable data protection law, including the General Data Protection Regulation (Regulation (EU) 2016/679), the Data Protection Acts 1988 to 2018 and any legislation which amends, extends, consolidates, re-enacts or replaces same, including any statutory instruments and regulations that may be made pursuant thereto from time to time. **“Personal Data”, “Process / Processing”, “Controller”, “Processor”, “Data Subject” and “Joint Controller”** shall have the meanings set out in Data Protection Law;

“DHLGH” means the Department of Housing, Local Government and Heritage, or such other Irish Government Department as may be assigned responsibility for Water Services in future;

“Management and Direction” means, subject to the terms of this Agreement, Uisce Éireann has:

- (a) full accountability for the day-to-day management and direction of the Local Authority Water Services Staff;
- (b) the ability to instruct the management and direction of the Local Authority Water Services Staff;
- (c) responsibility and accountability for the actions of the Local Authority Water Services Staff;
- (d) Uisce Éireann shall be considered an "employer" under section 2 of the Safety Health and Welfare Act 2005 in respect of Local Authority Water Services Staff; and
- (e) the exclusion of the Local Authority's management from the control, and direction of, and accountability and responsibility for, Local Authority Water Services Staff, save to the extent that is required to give effect to this Agreement or as expressly approved in writing by Uisce Éireann on a case-by-case basis.

“Dispute Avoidance and Resolution Process” means the process set out at clause 10;

“Effective Date” means the date after the Effective Date Criteria have been met, notified in writing by Uisce Éireann to the Local Authority, and upon which Uisce

Éireann will take over Management and Direction of the Local Authority Water Services Staff.

“Effective Date Criteria” means

a) *Health & Safety*

The relevant data has been received and appropriate safety processes are in place for Uisce Éireann to take on the responsibilities in accordance with clause 8 of this Agreement.

b) *Integration & Management Team*

The Integration & Management Team is identified and working on business readiness activities with the Local Authority in good time before the Effective Date.

c) *Information Technology*

The arrangements are in place to facilitate continued access to IT systems, applications and networks in accordance with clause 5.9 of this Agreement.

d) *Payroll and Time & Attendance*

The arrangements are in place to ensure all Local Authority Water Services Staff will be paid accurately and on time in accordance with clause 5.6 of this Agreement.

e) *Critical Processes*

The critical processes that ensure service continuity are in place, including a detailed understanding of existing arrangements for service response out of hours, work order management, road opening and reinstatement, meter reading and procurement outside Uisce Éireann systems. In the event that an additional process, particular to the individual Local Authority, is identified during the service handover period, the Parties may agree that it is critical to service continuity and should be included.

"Employment Liabilities" means costs (including the cost of wages, salaries and other remuneration or benefits but excluding pension costs), taxation, Pay Related Social Insurance (PRSI) payments, health contributions, levies, losses, claims, damages, demands, actions, fines, penalties, awards, liabilities and expenses (including legal costs and expenses on an indemnity basis);

“Existing Standards” means the standards of Water Services delivery achieved by the Local Authority during the 12 months preceding the Commencement Date;

“FOI Acts” means the Freedom of Information Act 2014 and any regulations made thereunder from time to time;

“Force Majeure” means any supervening event beyond a party’s reasonable control including but not by way of limitation war, flood, earthquake, strike or lockout (provided that in the case of strike or lockout, the party whose employees are engaged in the strike or lockout has made reasonable efforts to resolve the strike or lockout in accordance with normal industrial practices);

“Framework” has the meaning given to it in Recital (C); **“Health and Safety Management System”** means a systematic program, software-based or otherwise, for the furtherance and monitoring of, and assistance with, the management of the safety, health, and welfare of employees;

“ICT” means information and communication technology;

“Indemnified Employment Liabilities” means levies, losses, claims, damages, demands, actions, fines, penalties, awards, liabilities and expenses which relate to any alleged or actual breach or breaches of employment legislation by the Local Authority (including equality, bullying or harassment but excluding liabilities which relate to Payroll Cost), unless any such breach is as a direct result of instructions given by Uisce Éireann to the Local Authority;

“Intellectual Property” means all intellectual property of whatever nature and the rights subsisting therein, including, improvements, designs, processes, research, works of authorship, computer software, rights of extraction from databases, database rights, performances, trade or business names, domain names, patents, utility models and short term patents (and applications for same), trade marks and trade mark applications, rights (registered or unregistered and applications for same) in any design, copyright (including rights in computer software and semi-conductor topographies), business goodwill and reputation and rights protecting same and all intellectual property rights and forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world;

“Knowledge Transfer Exercise” means the recording in writing (email or otherwise) in a structured manner of a person’s knowledge of or alternatively an oral description from the relevant person to Uisce Éireann (in writing or verbal as agreed by the Parties):

- (a) the customs and practices of providing Water Services;

(b) (where applicable) the manner and methodology of recording-keeping regarding Water Services; and

(b) (where applicable) the characteristics of Assets

in the person's Locality – particularly where that knowledge may not otherwise be recorded in writing or well-known to Water Services Staff, and the provision of that recorded information to Uisce Éireann;

“Law” means any law applicable from time to time in Ireland which includes common law, statutes, statutory instruments, delegated or subordinate legislation, bylaws, rules, codes, regulations, decisions, proclamations, notices, directives, constitutions, instruments, rules of court, any interpretation of law or finding contained in any judgments given by a court or tribunal of competent jurisdiction in respect of which the period for making an appeal has expired and which have not at any relevant time been reversed or modified, any Binding Guidance and any authorisation, direction, decision, designation, condition, instruction, requirement, standard or rule of any Competent Authority from time to time including any modification, extension or replacement thereof from time to time and reference to “Laws” shall be construed accordingly;

“Local Authority Data” means all data, information and documents held in whatever format owned by the Local Authority except data in relation to Water Services;

“Local Authority IT Systems” means the information and communications technology (including software, hardware, and related network infrastructure) that the Local Authority used to provide Water Services in accordance with the SLA and will use in providing the Services;

“Local Authority Personnel” means all officers, employees, agents and contractors employed, engaged, supplied or utilised by the Local Authority or by any contractor or agent of the Local Authority for the purpose of providing or assisting directly or indirectly the provision of Services to Uisce Éireann pursuant to this Agreement – but, after the Effective Date, does not include Local Authority Water Services Staff;

“Local Authority Property” means all lands, buildings, premises, depots, stores, plant, equipment, treatment plants, pumping stations and pipelines, buildings and premises and other analogous property or equipment (other than Uisce Éireann Property) in which the Local Authority holds a leasehold interest or other property interest;

“Local Authority Required Insurances” has the meaning given to it in clause 18 (Insurance);

“Local Authority Infrastructure” means any equipment of the Local Authority necessary for the performance of its functions;

“Local Authority Water Services Staff” means Local Authority Personnel engaged in the provision of Water Services for more than 50% of their time at the Commencement Date. For the avoidance of doubt: if and to the extent that a member of the Local Authority Water Services Staff is reassigned within the Local Authority, or otherwise ceases providing Water Services after the Commencement Date, he or she shall no longer be captured by this definition;

“Locality” shall have the same meaning as “administrative area” as defined in the Local Government Act 2001;

“Loss” includes any demand, claim, proceeding, suit, judgement, loss, liability, cost, expense, fee, penalty or fine;

“Minister” means the Minister for Housing, Local Government and Heritage or such other minister to whom the responsibility for Water Services may be delegated in future;

“MOU” means memorandum of understanding;

“Non-Water Services” means activities or works falling within the definitions of Part A Critical Process Areas and Part B Critical Process Areas but for the avoidance of doubt shall exclude Water Services Functions;

“Part A Critical Process Areas” means critical process areas that are the statutory responsibility of the Local Authority but which Uisce Éireann will provide support to the Local Authority pursuant to clause 4.7 of this Agreement and such critical process areas shall be agreed by the Parties in Part A of Schedule 6 of the Support Services Agreement but shall for the avoidance of doubt exclude areas identified in Part B of Schedule 6 of the Support Services Agreement;

“Part B Critical Process Areas” means areas agreed by the Parties in Part B of Schedule 6 of the Support Services Agreement which relate to issues identified in Schedule 3 of this Agreement (legacy issues) which Uisce Éireann will provide support in respect of pursuant to clause 4.7 of this Agreement;

“Payroll Cost” means all vouchable costs, including basic pay, overtime, allowances, employer taxes but, excluding pension costs, incurred by the Local Authority in compensating the Local Authority Water Services Staff in accordance with their employment contracts and the Law;

“Related Persons”, in respect of a person, means every manager, agent, auditor, secretary, other officer and employee of that person;

“Retained Property” means all assets, including but not limited to water-treatment plants, pumping stations, pipelines, premises, plant and equipment, scada and telemetry systems, and all other property necessary for Uisce Éireann to perform its Water Services Functions, intended for transfer by order from the Local Authority to Uisce Éireann, but not yet transferred;

“Safety Legislation” means the Safety Health and Welfare at Work Act 2005 and all regulations associated with that Act including but not limited to the Safety Health and Welfare at Work (General Application) Regulations 2007 (and any amendments thereof), the Safety Health and Welfare at Work (Construction) Regulations 2013 (and any amendments thereof), and all laws and regulations that aim to prevent or reduce injury and occupational illness in the workplace.

“Schedules” means schedules 1 to 5 appended to and forming part of this Agreement;

“Service Standardisation” means progression towards a consistent national way of working that optimises operations and crew resourcing, fleet and equipment available to Water Services Staff and systems and technology use, with the aim of full deployment of all technology across all operational areas, while maintaining local delivery of services. It includes water/wastewater streaming and increasing availability of specialist teams to support frontline operations. It will include improvement of skills and knowledge of Water Services Staff who will be further supported with ongoing training, improved technology, and the sharing of best practice from across the country;

“Services” means Water Services Functions including the following:

- (a) the SLA Services;
- (b) the Support Services; and

- (c) the other assistance to be provided by the Local Authority to Uisce Éireann in accordance with this Agreement, including in particular in facilitating Uisce Éireann's Management and Direction of Local Authority Water Services Staff;

"SLA" has the meaning given to it in Recital (B);

"SLA Services" means all of the services provided by the Local Authority to Uisce Éireann pursuant to the SLA prior to termination of the SLA, on the terms and conditions specified in the SLA, save that the following clauses of the SLA shall be amended as specified:

Clause	Amendments
1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 1.12, 1.13, 2, 4, 5, 7, 8, 13, 17.1, 31 39	Deleted in full
12	Deleted in full, save to the extent that it is required to be used in accordance with clause 10.9 of this Agreement

"SLA Support Services" means all of the support services provided by the Local Authority to Uisce Éireann pursuant to the SLA prior to termination of the SLA, on the terms and conditions specified in the SLA (save for the amendments set out the definition of "SLA Services" above), and which services shall include the support services specified in Schedule 1 of this Agreement;

"Support Services" means:

- (a) the SLA Support Services, or, after the Support Services Agreement has been executed, the services to be provided by the Local Authority (by Local Authority Personnel) in accordance with the terms of the Support Services Agreement in order to ensure continuity of Water Services Functions up to but no later than the 31st of December 2026;

"Support Services Agreement" means an agreement to be entered into by the Parties in the form set out in Schedule 2 (or, after it has been executed, the agreement actually executed by the Parties) ancillary to this Agreement and which outlines the Support Services;

"Term" has the meaning set out in clause 2 (Termination of the SLA, Commencement

Date, Effective Date and Term);

“Uisce Éireann Data” means all data, information and documents held in whatever format in relation to Water Services;

“Uisce Éireann Property” means all lands, buildings, premises, depots, stores, plant, equipment, treatment plants, pumping stations and pipelines, buildings and premises, and other analogous property or equipment or lands, the ownership of which is vested in Uisce Éireann or premises in which Uisce Éireann holds a leasehold interest or other property interest;

“Uisce Éireann Personnel” means all officers, employees, agents and contractors employed, engaged, supplied or utilised by Uisce Éireann or by any contractor or agent of Uisce Éireann for the purpose of providing or assisting directly or indirectly the performance of Uisce Éireann’s obligations pursuant to this Agreement but excludes the Local Authority Water Services Staff;

“Uisce Éireann Required Insurances” has the meaning set out at clause 18 (Insurance);

“Water Services” has the same meaning as “Water Services Functions”;

“Water Services Staff” means Uisce Éireann Personnel and the Local Authority Water Services Staff;

“WSTG” means the Water Services Training Group, established by the Local Authority Services National Training Group;

“Water Services Functions” has the meaning given to it in Recital (A);

1.2 The Parties agree that the recitals of this Agreement set the context for and, in the event of ambiguity in or between the other provisions of this Agreement, may be used to interpret this Agreement.

1.3 In this Agreement:

1.3.1 references to clauses and Schedules are to clauses and Schedules to this Agreement;

1.3.2 references to a **“company”** shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;

- 1.3.3 references to a “**person**” shall be construed so as to include any individual, firm, company, government, state or agency of a state, local authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);
- 1.3.4 a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;
- 1.3.5 any reference to a “**day**” or a “**Business Day**” shall mean a period of twenty- four (24) hours running from midnight to midnight;
- 1.3.6 references to times are to times in Ireland;
- 1.3.7 references to a “**month**” shall mean a calendar month;
- 1.3.8 references to a “**year**” shall mean a calendar year;
- 1.3.9 a reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time;
- 1.3.10 the rule known as the ejusdem generis rule shall not apply to the interpretation of this Agreement and accordingly general words, including those introduced by “**other**” shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things and general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by general words and any phrase introduced by the term “**including**” (or like terms) shall be construed as if to read “**including, but without limitation**” and any phrase introduced by the terms “**in particular**” shall be construed as if to read “**in particular, but without limitation**” and “**for example**” shall be construed as if to read “**for example, but without limitation**”;
- 1.3.11 references to the singular include the plural and vice versa;
- 1.3.12 references to the masculine include the feminine and vice versa;
- 1.3.13 all references to a person giving an “**indemnity to**” or agreeing to “**indemnify**” or “**indemnifying**” another person (the “**indemnified person**”) against any matter or circumstance pertaining to issues arising out of this Agreement as more particularly set out in Clause 19 below, include indemnifying and keeping the indemnified person indemnified against all actions, claims, proceedings and demands from time to time made against that person, and all losses, liabilities and damages and all charges, payments, costs (including legal costs on a full indemnity basis), expenses or fines

(whatsoever or howsoever arising) made or incurred by that person as a consequence of or which would not have arisen but for that matter or circumstance; and

1.3.14 all headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.

2 Termination of the SLA, Commencement Date, Effective Date and Term

2.1 Subject to clauses 2.3, 3.2 and 10.9 of this Agreement, the Parties agree that the SLA shall terminate immediately before the last Party signs this Agreement. Addendum 1 to the SLA in respect of GDPR dated August 2019 shall terminate on the Effective Date.

2.2 Subject to clause 2.4, this Agreement shall commence on the Commencement Date, immediately following the termination of the SLA, and shall remain in effect until 23:59:59 hours on 31 December 2026 (the “**Term**”).

2.3 In order to ensure continuity of the delivery of Water Services between the termination of the SLA pursuant to clause 2.1 and the Effective Date, the Local Authority shall continue to perform the SLA Services from the termination of the SLA until the Effective Date. The provision of the SLA Services by the Local Authority shall terminate upon the Effective Date.

2.4 The following clauses of this Agreement shall not take effect until the Effective Date:

2.4.1 Clause 3 (Support Services Agreement);

2.4.2 Clause 5 (Local Authority Water Service Staff) with the exception of 5.3 and 5.5);

2.4.3 Clause 8 (Health and Safety);

2.4.4 Clause 13 (Finance);

2.4.5 Clause 15 (Freedom of Information);

2.4.6 Clause 16 (Data Protection);

2.4.7 Clause 17 (Information Sharing);

2.4.8 Clause 18 (Insurance);

2.4.9 Clause 19 (Indemnities);

2.4.10 Clause 20 (Limitation of Liabilities).

- 2.5 The Effective Date for all Local Authorities is intended by the Parties to occur by 30 September 2023 (or such other date as agreed between the Parties) but the Parties acknowledge and agree that meeting the Effective Date Criteria is the ultimate determinant of the Effective Date occurring in respect of the Local Authority. Where either Party is of the reasonable belief that the Effective Date cannot occur by 30 September 2023 (or such other date as agreed between the Parties), unless otherwise agreed by the Parties, it shall be resolved via the Dispute Avoidance and Resolution procedure.
- 2.6 Both Parties shall use their best endeavours to meet the Effective Date Criteria in advance of the Effective Date.
- 2.7 The Parties agree that for a reasonable period (any period up to three months as determined by Uisce Éireann) leading up to the Effective Date, that the Parties shall work together in a collaborative and cooperative manner to prepare for the Effective Date so that Uisce Éireann can ensure that the Effective Date Criteria are fulfilled. This shall include access for Uisce Éireann to the Local Authority Property and Local Authority Infrastructure. The Parties also agree to work together in a collaborative and cooperative manner for three months following the Effective Date to ensure that Water Services have properly transitioned.

3 Support Services

- 3.1 Within the period of three months following the Effective Date (or such other period as agreed between the Parties), the Parties agree to enter into a Support Services Agreement once the support services are agreed between the Parties. The Parties agree that the revised costing model for the support services may be agreed after the Support Services Agreement is signed and the Support Services Agreement shall then be amended accordingly. The Parties shall not unreasonably refuse or unreasonably delay entering into the Support Services Agreement or agreeing the revised costing model. The Support Services Agreement is ancillary to this Agreement and, in the event of any ambiguity, shall be interpreted by the Parties in accordance with the terms of this Agreement.
- 3.2 In the event that the Support Services Agreement is not signed by the Parties by the Effective Date, in order to ensure continuity of the delivery of Water Services, the Local Authority shall continue to provide the SLA Support Services to Uisce Éireann until the Support Services Agreement is signed and commenced. The provision of the SLA Support Services by the Local Authority shall terminate when the Support Services

Agreement commences.

- 3.3 Any dispute regarding the Parties' failure to agree or enter into a Support Services Agreement or the revised costing model shall be resolved via the Dispute Avoidance and Resolution Process.

4 General Obligations of the Parties

- 4.1 The Parties agree that in carrying out their respective obligations under this Agreement, they shall each:

4.1.1 ensure that Uisce Éireann has full accountability for the delivery of Water Services Functions and has Management and Direction of the Local Authority Water Services Staff from the Effective Date;

4.1.2 ensure that during the Term of this Agreement, service continuity to Uisce Éireann's customers is maintained (to a standard no less than the Existing Standards) and that a stable operating environment exists for the provision of water and waste water services as an essential service to the public in respect of the Water Services Functions; and

4.1.3 carry out their respective obligations under this Agreement in a manner that:

(a) is compliant with the Law; and

(b) is consistent with the Water Services Functions to the fullest extent possible by reference to available resources and funding arrangements.

- 4.2 The following MOUs shall continue in full force and effect for the Term (and for a longer period if both Parties agree) unless and until they are amended in writing by the Parties:

4.2.1 Major Emergency Management;

4.2.2 Sewer Flooding and Storm Water Management;

4.2.3 Telemetry, Network Modelling and GIS Systems; and

4.2.4 Taking in Charge.

The Parties recognise that amendments to the above mentioned MOUs will be required during the Term.

- 4.3 The Parties agree to work together in a collaborative and cooperative manner, during the Term to seek to address issues that were identified as legacy issues under the Water Sector Reform Programme and set out in Schedule 3 of this Agreement.

- 4.4 The Parties recognise that new MOUs will be required during the Term (and for a longer period if both Parties agree) to cover areas of interest to both Parties as a result of the new delivery structure for Water Services set out in this Agreement, for example sanitary services authority functions and discretionary maintenance works. The Parties agree to work together in a collaborative and cooperative manner, during the Term to seek to agree any new required MOUs as soon as is reasonably practicable.
- 4.5 The Parties agree to work together in a collaborative and cooperative manner to ensure any SLA related outstanding financial matters are addressed during the Term, for example local authority opening balance sheets, development levies and working capital payments.
- 4.6 The Parties agree to work together in a collaborative and cooperative manner during the Term in particular by way of the following:
- 4.6.1 in the interests of maintaining the continuity of delivery of Water Services:
- (a) the Local Authority shall ensure that Local Authority Personnel employed in delivering Water Services prior to the Effective Date, but not qualifying as Local Authority Water Services Staff, shall continue for the period of three months after the Effective Date to assist Water Services Staff to deliver Water Services and Uisce Éireann shall be responsible to the Local Authority for the costs of same;
- 4.6.2 in the interests of maintaining the continuity of delivery of the Local Authority's other services:
- (a) Uisce Éireann shall ensure that the Local Authority Water Services Staff, to the extent that they were working on non-Water Services work, shall continue to assist the Local Authority for the period of three months after the Effective Date to deliver non-Water Services Work and the Local Authority shall be responsible to Uisce Éireann for the costs of same;
- 4.6.3 ensuring that the continuation of the existing road opening practices and procedures for Water Services that are in place as of the Commencement Date and to enable the transition to a fully licensed approach within twelve months of 30 June 2023. Uisce Éireann agrees to address issues in relation to outstanding permanent reinstatement in respect of Water Services and in line with the Guidelines for Managing Openings in Public Roads – Second Edition (Rev 1) April 2017 as amended.

4.7 In the interest of service continuity and service risk reduction:

- (a) the Parties will continue to provide support to each other in critical process areas, such as service response out of hours, work order management, road reinstatements, Developer Provided Infrastructure (DPI) and flooding for a period of 24 months from the Effective Date. Schedule 6 of the Support Services Agreement shall identify Part A Critical Process Areas and Part B Critical Process Areas agreed between the Parties.

5 Local Authority Water Services Staff

- 5.1 From January 2023, there will be an option for Local Authority Water Services Staff to register their interest in joining Uisce Éireann as employees. Uisce Éireann agrees to facilitate the voluntary transfer of employment to Uisce Éireann as soon as reasonably practicable. The Parties agree to cooperate with each other in relation to the voluntary transfer of existing Local Authority Water Services Staff to Uisce Éireann as permanent employees from January 2023 to 1st of December 2026.
- 5.2 In respect of the Local Authority Water Services Staff who do not voluntarily transfer employment to Uisce Éireann, such Local Authority Water Services Staff shall remain employed by the Local Authority. However, the Local Authority agrees to inform the said Local Authority Water Services Staff before the Effective Date that they will work under Uisce Éireann's Management and Direction as and from the Effective Date for the Term.
- 5.3 For those Local Authority Personnel involved in Water Services and Local Authority Water Services Staff that are re-assigned out of Water Services, resign or leave Water Services and/or the Local Authority after the Commencement Date, the Local Authority shall provide Uisce Éireann with at least four (4) weeks prior written notice of such staff member leaving Water Services. The Local Authority agrees that in circumstances where it is aware in advance of the final four (4) weeks of a person leaving Water Services (such as retirement or voluntary redundancy or other exit from the Local Authority), it shall notify Uisce Éireann as soon as practicable and in advance of the final four (4) weeks. The Local Authority shall, where required, inform such staff member that they will engage in a Knowledge Transfer Exercise with Uisce Éireann.
- 5.4 Uisce Éireann agrees that Locality will remain the same for most Local Authority Water Services Staff and any requirement to change will be in line with current arrangements for public service employees. The Parties agree that Locality can change with the

agreement of the relevant member of the Local Authority Water Services Staff.

5.5 It shall be the responsibility of Uisce Éireann to directly recruit to fill any vacancy existing or arising in Water Services. Any such recruit shall be an Uisce Éireann employee after appointment. For the period up until the Effective Date, the Parties agree that such recruits will work under the Local Authority management structure.

5.6 Human Resources and Industrial Relations

5.6.1 In circumstances where issues cannot be resolved by Uisce Éireann, and require escalation to the Local Authority Human Resource Department or otherwise, the Local Authority shall provide human resource and industrial relations co-operation and support (with a view to resolution) to Uisce Éireann during the Term. For example, co-operation and support from the Local Authority shall be required in the following areas:

A Escalations

- (i) Where issues have not been resolved within the Uisce Éireann operational structures and require escalation for disciplinary and grievance management, those issues shall be managed by the Local Authority in accordance with the Local Authority relevant policies and procedures, in consultation with Uisce Éireann where appropriate;
- (ii) Where industrial relations issues have arisen, for example non cooperation with change programmes and require escalation to the LA management structure, through normal Local Authority industrial relations procedures.

In circumstances where a Local Authority Water Services Staff member(s) refuses to follow Uisce Éireann's direction, at Uisce Éireann's request, the Local Authority shall advise the Local Authority Water Staff member (s) that that they are required to work under Uisce Éireann's Management and Direction.

Both parties shall use their best endeavours to seek to resolve such escalations through the normal Local Authority procedures in a timely manner.

B HR Admin

(i) Payroll

The Local Authority will continue to pay the Local Authority Water Services Staff at rates approved by the Department of Public Expenditure and Reform and the DHLGH and pre-existing Local Authority arrangements.

The Local Authority will continue to administer the inputs required to ensure the accurate and timely processing of payroll.

In the event that a Local Authority Water Services Staff member seeks to transition employment to Uisce Éireann and elects to remain on the Local Authority pay model, until Uisce Éireann has the requisite systems, processes, and/or agreements in place to provide the necessary payroll services in respect of the Local Authority pay model, then such staff shall remain as Local Authority Water Services Staff and be paid by the Local Authority for a period of six months from the Effective Date.

(ii) Leave Management

In respect of the Local Authority Water Services Staff, leave shall be approved by the line manager.

(iii) Maintenance of Personnel Records

The Local Authority shall continue to be responsible for the maintenance of Local Authority Water Services Staff' personnel record in accordance with statutory obligations and relevant policies. The Parties agree as follows:

- (i) Uisce Éireann will provide to the Local Authority any records that it holds that should be placed on the Local Authority personnel record in order for the Parties to comply with statutory obligations and relevant policies, for example updated training records;
- (ii) In order to facilitate Management and Direction of Local Authority Water Services Staff by Uisce Éireann, the Local Authority shall share with Uisce Éireann necessary operational information from the Local Authority personnel record to conduct operations in an efficient manner. The personal data that will not be shared with Uisce Eireann will include medical certificates, disciplinary reports, grievance reports, reasons for illness leave, racial or ethnic origin, political opinions, sexual orientation, religious or philosophical beliefs, or trade union membership.
- (iii) Any sharing of personal data between the Parties must be subject to a separate data sharing agreement between the Parties and a Data Protection Impact Assessment.

5.7 Training

5.7.1 Uisce Éireann shall be responsible for the training (including health and safety training) of Local Authority Water Services Staff and the maintenance of training records for the said staff.

5.7.2 Uisce Éireann shall continue to use Regional Training Centres and the WSTG in order to train Local Authority Water Services Staff. Uisce Éireann shall continue to make its own agreement with WSTG in relation to the training of the Local Authority Water Services Staff.

5.8 Service Standardisation

5.8.1 Uisce Éireann shall manage and enable the roll out of Service Standardisation across the Country during the Term.

5.9 Information and Communications Technology

5.9.1 The Local Authority agrees that Local Authority Water Services Staff shall retain access to the required Local Authority IT Systems for the Term. Both parties will enable and support access from Local Authority premises/networks/desktops to IW required applications and services. The Local Authority shall continue to provide the Local Authority Water Services Staff during the Term of this Agreement with up to date information security and cybersecurity training in respect of the Local Authority IT Systems. Such training shall be to the same standard as given to Local Authority Personnel during the Term. The Local Authority shall use all reasonable endeavours to ensure that such training is completed by the Local Authority Water Services Staff.

5.9.2 The Local Authority shall provide internet access from the Local Authority Property to allow Uisce Éireann laptops to connect to Internet services.

5.9.3 The Local Authority will accommodate Uisce Éireann ICT support to attend Local Authority premises/locations for the Term in order to support Water Services Staff.

5.9.4 In the event of critical incident or threat, direct ICT function to ICT function communications will be facilitated at a senior level. Any issues that arise operationally on the implementation of the agreement will be dealt with as per Clause 9 Implementation and Governance.

- 5.9.5 Both parties will enable and support access from Uisce Éireann premises/networks/desktops to required LA applications where practical and/or possible (access in this case is understood to be limited to non-Enterprise systems that have a unique function for the requirement in the operation and delivery of Water Services functions).
- 5.9.6 Both parties will provide a remote access capability for business continuity/Hybrid working capabilities and with Multi Factor Authentication (MFA) for security purposes (Two Factor Authentication, 2FA, minimum requirement).
- 5.9.7 Both parties will assess their cyber security risks in accordance with NCSC Directives and Guidance for Operation Technology and where required will work collaboratively to agree and implement recommendations.
- 5.9.8 The Local Authority will advise Uisce Éireann on the IT/OT systems that have a unique function to provide Water Services operations and delivery so that Uisce Éireann can put the necessary arrangements in place with regard to software licences and related support contracts to assist Uisce Éireann to transfer these to their network within 18 months of the Effective Date.
- 5.9.9 Uisce Éireann shall provide the Local Authority Water Services Staff during the Term of this Agreement with up to date information security and cybersecurity training in respect of the Uisce Éireann ICT systems. Such training shall be to the same standard as given to Uisce Éireann employees. Uisce Éireann shall use all reasonable endeavours to ensure that such training is completed by the Local Authority Water Services Staff.

5.10 Resource Management

At any time prior to December 2026, the Parties agree to work together in a collaborative and cooperative manner in relation to resource management in advance of the end of the Term of this Agreement.

6 Asset Transfer

- 6.1 This Agreement and the Support Services Agreement shall be without prejudice to the asset transfer project currently ongoing between the Parties.
- 6.2 The Parties agree to continue to co-operate with each other to finalise the registration of Assets in Uisce Éireann's name with the Property Registration Authority or successor body.

7 Access

- 7.1 The Parties acknowledge that the Services will be carried out on Uisce Éireann Property and Assets and on the Local Authority Premises. The Parties further acknowledge and agree that Water Services Staff will be co-located on Local Authority Premises and Uisce Éireann Property and Assets. The Parties shall act in good faith to put in place arrangements to facilitate access for the other Party to their respective premises.
- 7.2 Uisce Éireann authorises the Local Authority Water Services Staff and Local Authority Personnel to enter onto and use the Uisce Éireann Property and Assets on a non-exclusive basis as necessary to perform the obligations provided for under this Agreement and the Support Services Agreement and Uisce Éireann shall provide such reasonable assistance and co-operation in respect of such access as may be required.
- 7.3 The Local Authority authorises the Water Services Staff to enter onto and use the Local Authority Premises on a non-exclusive basis as necessary to perform the obligations provided for under this Agreement and the Local Authority shall provide such reasonable assistance and co-operation in respect of such access as may be required.
- 7.4 Uisce Éireann authorises the Local Authority and its servants or agents to enter and use any Uisce Éireann Property and Assets in or on which Local Authority Infrastructure exists, for the purpose of maintaining such infrastructure.
- 7.5 The Local Authority authorises Uisce Éireann and its servants or agents to enter and use any Local Authority Premises in or on which Assets exist, for the purpose of maintaining the Assets.
- 7.6 Notwithstanding the ongoing asset transfer process between the Parties, both Parties mutually agree that for Uisce Éireann to perform its Water Services Functions, pursuant to this Agreement, Retained Property shall be strictly construed as transferring to Uisce Éireann from the Effective Date. Uisce Éireann accordingly has a licence to use the Retained Property to perform its Water Services Functions. Such licence shall survive termination of this Agreement until the Retained Property is legally transferred to Uisce Éireann. Both parties shall act in good faith to enable the fulfilment of statutory and contractual obligations in relation to such Retained Property .

8 Health and Safety

- 8.1 From the Effective Date Uisce Éireann will be responsible for the day to day management, direction and control of all Local Authority Water Services Staff carrying

out Water Services Functions and Uisce Éireann will control and direct all works. The parties agree that for the purposes of the Safety Legislation Uisce Éireann will become the 'Employer' and is responsible for meeting all obligations and liabilities as set out under Section 8 *General Duties of the Employer* of the Safety, Health & Welfare at Work Act 2005.

Note - Section 2 of the Safety, Health & Welfare at Work Act defines an Employer to include a person (other than an employee of that person) under whose control and direction an employee works.

- 8.2 Uisce Éireann will, as soon as reasonably practicable, develop an Uisce Éireann Health and Safety Management System for Local Authority Water Services Staff which will, amongst other things, govern how Uisce Éireann will manage the safety, health and welfare of the Local Authority Water Services Staff. From the Effective Date, Uisce Éireann will utilise the parts of Local Authority Health and Safety Management System that are relevant to Water Services.
- 8.3 The Local Authority Water Services Staff will access their existing safety management systems, including but not limited to safety procedures and processes, through an established Uisce Éireann portal. The Local Authority must ensure that the most up to date version of the applicable safety management system documentation, in the relevant format (hard and/or soft copy), is available in the appropriate locations prior to the Effective Date.
- 8.4 Any changes to the Local Authority Health and Safety Management System from the Effective Date as it relates to Water Services will be the responsibility of Uisce Éireann.
- 8.5 Under the Health, Safety and Welfare at Work Act 2005 and associated regulations, where following risk assessment of an activity, a Local Authority identified a need for medical assessment, the Local Authority is to confirm prior to the Effective Date that the Water Services Staff undertaking that activity have undergone a medical assessment and were deemed fit to undertake that activity at the time of the assessment.
- 8.6 In accordance with its obligations and liabilities under clause 8.1 Uisce Éireann will cooperate with the Local Authority to allow the Local Authority to satisfy itself that all reasonably practicable measures have been put in place by Uisce Éireann to manage the safety, health and welfare of the Local Authority Water Services staff carrying out

the Services. Uisce Éireann will cover the agreed costs of the Local Authority for such health and safety governance in accordance with the Support Services Agreement. Prior to the Effective Date, the Local Authority shall satisfy itself that Uisce Éireann are in a position to meet all obligations under Section 2 of the Safety, Health & Welfare at Work Act. Uisce Éireann will cover the costs through the Support Services Agreement associated with the implementation of agreed corrective or preventative actions arising from Local Authority Audit, Inspection or following incidents or accidents.

- 8.7 From the Effective Date, where the Local Authority has previously been appointed Project Supervisor for the Design Process or Project Supervisor for the Construction Stage, Uisce Éireann will arrange for the termination of such appointments on the Effective Date and the appointment of Uisce Éireann or other competent PSDP/PSCS. Uisce Éireann will notify the Health and Safety Authority.
- 8.8 From the Effective Date Uisce Éireann will notify the Local Authority of any accidents, near misses, reporting of other notifiable events required by the Safety Legislation or Health and Safety Authority inspections involving Local Authority Water Services Staff, where such accident, near miss, reporting of other notifiable events or Health and Safety Authority inspection occurs during the course of the carrying out the Services.
- 8.9 In circumstances where Local Authority Water Services Staff are carrying out Non-Water Services activities or works pursuant to clause 4.7 of this Agreement, the Parties agree as follows:
- 8.9.1 From the Effective Date, Uisce Éireann shall have direction and control of all Local Authority Water Services Staff carrying out Non-Water Services activities or works pursuant to clause 4.7 of this Agreement. Uisce Éireann agrees that for the purposes of the Safety Legislation, from the Effective Date but subject to clause 8.9.3 of this Agreement, Uisce Éireann will become the 'Employer' and is responsible for meeting all obligations and liabilities as set out under Section 8 *General Duties of the Employer* of the Safety, Health & Welfare at Work Act 2005.
- 8.9.2 The Local Authority shall ensure risk assessments and procedures for all Non-Water Services activities carried out pursuant to clause 4.7 of this Agreement are compiled and shared with Uisce Éireann prior to the Effective Date. If any of the risk assessments and procedures not adequate in terms of Safety Legislation, Uisce Éireann shall notify the Local Authority of such inadequacies and the Local Authority

shall revise the risk assessments and procedures to properly address such inadequacies and resubmit same to Uisce Éireann as soon as reasonably practicable but before the Effective Date.

8.9.3 In work locations and property not owned or under the control of Uisce Éireann, where Non-Water Services work or activities pursuant to Clause 4.7 of this Agreement is to be undertaken by Local Authority Water Services Staff, the Parties acknowledge that Uisce Éireann cannot control the physical attributes of the work location and property but that Uisce Éireann will put in place controls to ensure as far as reasonably practicable the safety of the Local Authority Water Services Staff.

9 Implementation and Governance

9.1 The Parties agree that an implementation and governance structure is required to discuss queries and issues that arise in relation to the operation of this Agreement at both local and national level.

9.2 National Level Governance

9.2.1 The national governance process shall be conducted by the Chair of the appropriate CCMA Committee and senior personnel in Uisce Éireann. This shall be the governance structure for handling sector-wide initiatives and issues at a national level. The purpose of this management level is to agree and coordinate changes to this Agreement nationally.

9.2.2 For national-level meetings, the Chair of the appropriate CCMA Committee shall nominate at least two senior representatives from the Local Authority to attend such meetings. Equally, the Chief Executive of Uisce Éireann shall nominate at least two senior personnel from Uisce Éireann to attend such meetings. Once a meeting is called by either Party, by notice to the other Party, the Parties shall attend the meeting and the meeting shall occur within 10 Business Days of the meeting being called, at the head office of the Party who called the meeting or as is otherwise agreed between the Parties.

9.3 All amendments to this Agreement, agreed between the Parties, must be in writing and approved by the Parties at a national-level governance meeting, as set out in clause

9.4 Local Level Implementation

9.4.1 The local-level implementation process shall be conducted by senior personnel in the Local Authority (as nominated by the Chief Executive of the Local Authority) and Uisce Éireann. This is the governance process for

handling issues and queries between Uisce Éireann and the Local Authority in relation to the operation of this Agreement in the Local Authority.

9.4.2 Once a meeting is called by either Party, by notice to the other Party in accordance with this Agreement, the Parties shall attend the meeting and the meeting shall occur as soon as is reasonably practicable (and, at the latest, within fifteen (15) Business Days) after a meeting is called, at the head office of the Party who called the meeting, or as is otherwise agreed between the Parties.

9.5 Following a review of the implementation of the Framework (envisaged in 2024 and 2026), either Party shall be entitled, upon notice to the other Party in accordance with this Agreement, to request a review of the terms of this Agreement for the purpose of achieving the shared objectives set out in the Recitals to this Agreement.

10 Dispute Avoidance & Resolution

10.1 The Parties shall use all reasonable endeavours to resolve any local-implementation dispute or difference that may arise in connection with the operation of this Agreement.

10.2 If any local-implementation dispute or difference cannot be resolved amicably at a local-level implementation meeting in accordance with clause 9.4, the dispute or difference may be referred by either Party to a representative of the Chief Executive of Uisce Éireann and a senior representative of the Local Authority nominated by the Chief Executive of the Local Authority.

10.3 If the local-implementation dispute or difference is not resolved amicably within seven (7) Business Days of the referral in accordance with clause 10.2, the dispute may be referred by either Party to the representative of the Chief Executive of Uisce Éireann and a senior representative of a local authority nominated by the CCMA.

10.4 If the local-implementation dispute or difference is not resolved amicably within seven (7) Business Days of the referral in accordance with clause 10.3, the Parties may move immediately to the steps set out in either clause 10.5 or 10.6. However, the Parties must inform the DHLGH of the dispute before moving to clauses 10.5 or 10.6.

10.5 Subject to clauses 10.1 to 10.4, either Party may (but shall not be obliged) refer a local-implementation dispute or difference to mediation in accordance with the *Engineers Ireland Mediation Procedure 2021 (or any replacement or update of the same procedure)*. The mediation process shall be commenced by the service by one Party on the other of a written notice in accordance with this Agreement to the effect that the

dispute or difference is to be referred to mediation (the “**Mediation Notice**”). The Parties shall seek to agree on the identity of, and appoint, a mediator with sufficient knowledge and experience in the water-services industry sufficient to comprehend the issues comprised in the dispute or difference. In the event that the Parties are unable to agree on a choice of mediator within five (5) Business Days of the date of service of the Mediation Notice, either Party shall be entitled, on notice to the other in accordance with this Agreement, to request that Engineers Ireland appoint a mediator in respect of the dispute or difference. The mediator's fees and the costs of the appointment shall be shared equally between the Parties. Each Party shall bear its own costs of participating in the mediation.

- 10.6 If a local-implementation dispute or difference cannot be resolved in accordance with clause 10.1 to 10.5, either Party may, by notice to the other in accordance with this Agreement (the “**Arbitration Notice**”), refer the dispute or difference to be finally resolved by arbitration in accordance with the 100 Day Arbitration Procedure approved and published by the Dispute Resolution Board of Engineers Ireland, as may be updated from time to time. The arbitrator shall be a solicitor of not less than 10 years standing, or a Senior Counsel. The Parties shall seek to agree on the identity of, and appoint, an arbitrator. In the event that the Parties are unable to agree on a choice of arbitrator within five (5) Business Days of the date of service of the Arbitration Notice, either Party shall be entitled, on notice to the other in accordance with this Agreement, to request that the President of Engineers Ireland shall appoint an arbitrator. For the avoidance of doubt: in the event that the arbitrator makes a monetary award, including an award for costs, in favour of Uisce Éireann, the Local Authority shall not be entitled to recover such sum from Uisce Éireann pursuant to the other provisions of this Agreement, as a cost of providing the Services or otherwise. Furthermore, the Local Authority shall not be entitled to its costs and expenses arising out of or in connection with arbitration save as they are expressly awarded to the Local Authority by the arbitrator.
- 10.7 National-level governance disputes or difference shall be resolved by the Parties at national-level governance meetings in accordance with clause 9.2 or, if they cannot be resolved at that level, in consultation or by referral to the DHLGH.
- 10.8 Nothing contained in this clause 10 shall restrict either Party’s freedom to commence legal proceedings where such proceedings are required urgently to preserve any legal right or remedy, to address an urgent threat to the health or safety of any person or persons, or to address an urgent threat to an Asset or Assets or Uisce Éireann Property or Local Authority Property or Local Authority Infrastructure.

10.9 Any disputes or differences between the Parties in existence at the Commencement Date, or arising solely out of or in connection with the SLA, shall continue to be dealt with under the dispute-resolution clause of the SLA. For these purposes, clause 12 (Dispute Resolution) of the SLA shall survive termination of the SLA.

10.10 Subject to the above provisions of this clause, the Parties submit to the jurisdiction of the Irish courts to settle any dispute or difference that may arise out of or in connection with this Agreement or the Services.

10.11 Despite the existence of a dispute or difference, the Parties shall continue to perform their obligations under this Agreement.

11 Expiry of Agreement

11.1 Expiry of this Agreement shall not prejudice any rights of a Party which may have arisen on or before the date of expiry or any provision explicitly or impliedly intended to survive expiry of this Agreement.

12 Data Gathering

As soon as reasonably practicable on or after the Effective Date, the Local Authority will transfer to Uisce Éireann all updates to the data requested, created between the data transfer date and the Effective Date.

13 Finance

13.1 The Parties agree that the SLA costing model will apply for 2023. It is intended that a revised costing model, to reflect the transitional nature of the Agreement, will be agreed by the Parties by 30 June 2023 to apply from January 2024. Where either Party is of the reasonable belief that the revised costing model cannot be agreed by 30 June 2023, unless otherwise agreed by the Parties, it shall be resolved via the Dispute Avoidance and Resolution procedure.

13.2 Recoupment of Costs

13.2.1 Invoices shall be raised by the Local Authority and issued to Uisce Éireann, and payments shall be made by Uisce Éireann to the Local Authority as follows:

(a) For the year 2023, in accordance with the terms of the SLA together with the supporting documentation required by the SLA;

(b) From 1 January 2024, for costs legitimately incurred by the Local

Authority on Uisce Éireann's behalf and for costs incurred in accordance with the revised costing model which will be set out in the Support Services Agreement.

13.2.2 Clause 36 (Finance) of the SLA shall survive termination of the SLA for the purposes of Clause 13.2.1(a) above.

13.2.3 For the purposes of this Agreement, it is assumed that a cost is legitimately incurred by the Local Authority if it is:

(a) an actual Payroll Cost incurred by the Local Authority on behalf of Uisce Éireann; or

(b) the cost of a Support Service provided by the Local Authority to Uisce Éireann under the Support Services Agreement.

13.3 Payments From 1 January 2024

13.3.1 The Local Authority shall prepare each month an invoice for costs relating to the previous calendar month and shall submit the invoice to Uisce Éireann with an electronic file of supporting documentation in the form outlined in the Support Services Agreement.

13.3.2 Uisce Éireann is responsible for ensuring the efficient validation, approval and payment of invoices issued by the Local Authority to Uisce Éireann within 14 days of the date of receipt of the relevant invoice, in accordance with the process outlined in the Support Services Agreement.

13.3.3 Uisce Éireann may dispute any amount of an invoice and withhold payment of that disputed amount if Uisce Éireann, acting reasonably, considers that in respect of that disputed amount the Local Authority has failed to demonstrate to the reasonable satisfaction of Uisce Éireann that the cost has been legitimately incurred on behalf of Uisce Éireann. For the avoidance of doubt, Uisce Éireann shall pay the undisputed portion of the invoice in accordance with clause 13.2.2.

13.3.4 Amounts that, in the reasonable opinion of Uisce Éireann, are not vouched by any of the items of supporting documentation described in clause 13.2.1(b) will not be paid with the monthly invoice but will be held until appropriate supporting documentation is provided, or until the outcome of the escalation by the Parties of the matter for resolution in accordance with the Dispute Avoidance and Resolution Procedure.

14 Intellectual Property

- 14.1 All Intellectual Property rights developed by the Local Authority Water Services Staff and paid for by Uisce Éireann under this Agreement or developed between the Parties jointly and fully paid for by Uisce Éireann under this Agreement shall vest in and remain solely the property of Uisce Éireann. The Local Authority hereby assigns to Uisce Éireann, including by way of present assignment of future rights, such Intellectual Property rights. The Local Authority shall execute any further documents and agreements reasonably required to vest such Intellectual Property rights in Uisce Éireann.
- 14.2 In the event that Intellectual Property rights are developed jointly by Uisce Éireann and/or the Local Authority Water Services Staff and the Local Authority Personnel, the Intellectual Property rights shall be owned jointly and both Parties may use same for their respective purposes unless otherwise agreed in writing locally.

15 Freedom of Information

- 15.1 Uisce Éireann and the Local Authority will comply with the FOI Acts and the AIE Regulations, to the extent that they apply to each Party.
- 15.2 In order to enable Uisce Éireann to fulfil its obligations under clause 15.1 in respect of records held by the Local Authority, the Local Authority accepts that the Water Services Staff will require access to all Water Services records held by the Local Authority. Accordingly, the Local Authority agrees to provide full and complete access to all data, records and materials (held in any form) in respect of Water Services held by or under the control of the Local Authority to the Water Services Staff for the Term. However, Uisce Éireann accepts that the Uisce Éireann Personnel shall not be entitled to access Local Authority ICT systems.
- 15.3 Subject to compliance with clause 15.2 by the Local Authority, Uisce Éireann shall be responsible for requests under the FOI Acts and the AIE Regulations pre and post 2014.

16 Data Protection

- 16.1 Uisce Éireann and the Local Authority will comply with all relevant Data Protection Law, the extent that it applies to each of them.
- 16.2 The Parties acknowledge that the arrangements detailed in this Agreement will give

rise to both (i) a data controller to data processor relationship between Uisce Éireann and the Local Authority; and (ii) data sharing relationship between Uisce Éireann and the Local Authority in respect of the personal data of the Local Authority Water Services Staff which is a data controller to data controller relationship.

16.3 The data sharing agreement relationship between Uisce Éireann and the Local Authority is governed by a separate data sharing agreement(s) between the two Parties.

16.4 The Parties acknowledge and agree that any processing of personal data by Local Authority Water Services Staff in connection with the Services envisaged by this Agreement shall be under the Management and Direction of Uisce Éireann and, in accordance with clause 5 of this Agreement, Uisce Éireann has full accountability for the acts or omissions of such Local Authority Water Services Staff in connection therewith.

16.5 Notwithstanding the provisions of clause 16.2, the parties acknowledge and agree that, as the Local Authority remains the employer of the Local Authority Water Services Staff, it is technically a processor in respect of the processing of personal data by such Local Authority Water Services Staff on behalf of Uisce Éireann under this Agreement. The purpose of clauses 16.6 to 16.8 are to ensure that the provisions required by Article 28 of the GDPR are reflected in this Agreement whilst noting the special circumstances which arise given the Management and Direction of Local Authority Water Services Staff by Uisce Éireann.

16.6 The Local Authority acknowledges that in connection with this Agreement the Local Authority Water Services Staff may process personal data on behalf of Uisce Éireann. The Local Authority agrees that:

16.6.1 details of the types of personal data and the categories of data subject which may be processed by Local Authority Water Services Staff are set out in Schedule 4;

16.6.2 the Local Authority Water Services Staff process such personal data, on behalf of Uisce Éireann for the duration of this Agreement. The obligations and rights of Uisce Éireann shall be as set out in this Agreement;

16.6.3 the Local Authority will only process such personal data in accordance with the documented instructions of Uisce Éireann, including with regard to transfers of personal data to a third country. Uisce Éireann acknowledges and agrees that the Local Authority will comply with this obligation by allowing

Uisce Éireann to have Management and Direction of Local Authority Water Services Staff, including enabling Uisce Éireann to issue instructions directly to Local Authority Water Services Staff. Subject to compliance with this obligation, Uisce Éireann acknowledges that the Local Authority is not responsible for any failure of Local Authority Water Services Staff to process personal data in accordance with the documented instructions of Uisce Éireann;

- 16.6.4 the Local Authority shall ensure that the Local Authority Water Services Staff are bound by appropriate confidentiality obligations;
- 16.6.5 the Local Authority shall implement such technical and organisational security measures in respect of its own systems as are required to comply with the data security obligations under Data Protection Law. For the avoidance of doubt, Uisce Éireann acknowledges and agrees that the Local Authority is not responsible for technical and organisational measures in respect of any Uisce Éireann systems;
- 16.6.6 the Local Authority shall: (i) make available to Uisce Éireann all information reasonably necessary to demonstrate compliance with the obligations laid down in this clause 16; and (ii) allow for and assist with audits, including inspections, conducted by Uisce Éireann (or its authorised representative(s)), in order to verify compliance with the obligations laid down in this clause 16, including its data security obligations under Data Protection Law;
- 16.6.7 the Local Authority shall assist Uisce Éireann, at the request and cost of Uisce Éireann, in ensuring compliance with Uisce Éireann's obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of processing and the information available to the Local Authority;
- 16.6.8 the Local Authority shall: (i) at the choice of Uisce Éireann, delete or return any personal data of which Uisce Éireann is the controller to Uisce Éireann on termination or expiry of this Agreement; and (ii) save where applicable Law requires storage of the personal data, delete all existing copies of such personal data. Uisce Éireann acknowledges and agrees that the Local Authority will comply with this obligation by allowing Uisce Éireann to have Management and Direction of Local Authority Water Services Staff, including enabling Uisce Éireann to issue instructions directly to Local Authority Water Services Staff in connection with the return or deletion of personal data. Subject to compliance with this obligation, Uisce Éireann acknowledges that

the Local Authority is not responsible for any acts or omissions of Local Authority Water Services Staff in respect of any failure to return or delete personal data under this clause 16.4.8;

16.6.9 the Local Authority shall inform Uisce Éireann immediately if, in its opinion, it receives an instruction from Uisce Éireann which infringes Data Protection Law, provided that Uisce Éireann acknowledges that it is a matter for Uisce Éireann to ensure that Local Authority Water Services Staff are aware of, and comply with, the obligation in this clause 16.4.9;

16.6.10 the Local Authority shall inform Uisce Éireann immediately in the event of receiving a request from a data subject to exercise their rights under Data Protection Law in respect of any personal data of which Uisce Éireann is the controller and shall, at the request and cost of Uisce Éireann, provide such reasonable co-operation and assistance (including by way of appropriate technical and organisational measures) as may be required to enable the Authority to deal with such request in accordance with the provisions of Data Protection Law, provided that Uisce Éireann acknowledges that it is a matter for Uisce Éireann to ensure that Local Authority Water Services Staff are aware of, and comply with, the obligation in this clause 16.4.10;

16.7 The parties acknowledge and agree that except for Agreed Sub-Contractors it is not envisaged that the Local Authority will engage any sub-contractors in connection with the processing of personal data in respect of which Uisce Éireann is the controller.

16.8 The Local Authority shall:

- (a) notify Uisce Éireann without undue delay after becoming aware of any Personal Data Breach affecting personal data in respect of which Uisce Éireann is the controller; and
- (b) provide Uisce Éireann with such reasonable co-operation and assistance as may be required to mitigate against the effects of, and comply with any reporting obligations which may apply in respect of, any such Personal Data Breach.

Provided however that Uisce Éireann acknowledges that it is a matter for Uisce Éireann to ensure that Local Authority Water Services Staff are aware of, and

comply with, the obligation in this Clause 16.6.

16.9 The Parties accept and acknowledge that as the Local Authority Water Services Staff remain employees of the Local Authority that the Local Authority remains the Controller in respect of Personal Data (i) held by it in respect of the Local Authority Water Services Staff; and (ii) held and processed by the Local Authority for the purposes of this Agreement and the Support Services Agreement. Uisce Éireann shall be a Controller independent of the Local Authority in respect of any Personal Data held by Uisce Éireann in respect of the Local Authority Water Services Staff.

16.10 The Parties acknowledge and agree that the sharing of personal data between the Parties that is that is required for (i) Uisce Éireann to exercise Management and Direction of Local Authority Water Services Staff pursuant to this Agreement; and (ii) facilitate the voluntary transfer of Local Authority Water Services Staff to become Uisce Éireann employees, shall be governed by a separate data sharing agreement(s) agreed between the Parties.

17 Information Sharing

17.1 All data, records, information and materials (held in any form), whether created before, on or after the Effective Date (including information and records generated internally by the Local Authority and the Local Authority Water Services Staff), held by or under the control of the Local Authority and the Local Authority Water Services Staff, in connection with Water Services or any functions transferred to Uisce Éireann pursuant to the Water Services (No.2) Act 2013, shall be or become the property of Uisce Éireann, excluding Local Authority employee information not relevant to this Agreement. Uisce Éireann authorises the Local Authority to use such information for the purpose of providing the Services.

17.2 In relation to data, records, information and materials referred to in clause 17.1 that are stored in boxes or such other containers or in soft copy, the Local Authority shall review such boxes and such other containers to ensure that no non-Water Services related records are in such boxes and containers before transfer to Uisce Éireann in accordance with clause 17.3.

17.3 Subject to any reasonable objection made by the Local Authority, the Local Authority shall provide all such data, records, information and materials referred to in clause 17.1 to Uisce Éireann at such time and in such place as is reasonably directed by Uisce Éireann prior to 31 December 2026 and, pending that time, shall permit Water Services Staff to access the data, records and information. Uisce Éireann accepts that the Uisce

Éireann Personnel cannot access Local Authority ICT systems.

17.4 Nothing in this clause 17 shall oblige the Local Authority to provide to Uisce Éireann any documents that are of a historical significance or have an archival value to the Local Authority.

17.5 The Local Authority agrees not to destroy any of the data, records, information and materials referred to in clause 17.1 before the 31st of December 2026 unless instructed to do so by Uisce Éireann or unless it is in accordance with its Data Protection Retention Policy/Schedule.

17.6 Provided the Local Authority complies fully with clause 17.2, in the event that the Local Authority has not received instructions in relation to the data, records and information by 31 December 2026, the Local Authority may destroy such data, records and information.

17.7 The Parties shall ensure that their respective servants and agents shall keep confidential:

17.7.1 information that is not in the public domain;

17.7.2 information that the other Party notifies them is confidential; and

17.7.3 any other information which ought reasonably to be regarded as confidential.

17.8 Clause 17.7 shall not prevent disclosure of information:

17.8.1 to the extent permitted by Law to the Local Authority's Personnel, Uisce Éireann's Personnel, or other professional advisors to the Parties to the extent necessary for compliance with or the enforcement of this Agreement, who have first entered an undertaking in the terms of this clause 17; or

17.8.2 when required by Law or order of a court or, in the case of disclosure by the Employer (as defined by section 2 of the Safety Health and Welfare Act 2005) for governmental, parliamentary, statutory, administrative, fiscal or judicial purposes, or the publication of an award notice; or

that has, except as a result of breach of confidentiality, become available or generally known to the public at the time of the disclosure.

17.9 Clauses 17.7 and 17.8 shall survive termination of this Agreement.

18 Insurance

18.1 The Parties agree to work together to ensure both Uisce Éireann and the Local

Authority have adequate insurances in place so that all parties are appropriately protected from losses including third party bodily injury and property damage.

18.2 Uisce Éireann shall take out and maintain the insurances set out in this clause 18.2 (subject to the insurance terms set out in Schedule 5) and any other insurances as may be required from time to time by Law (the “**Uisce Éireann Required Insurances**”). The Uisce Éireann Required Insurances shall be on the terms specified and with insurers regulated by, or authorised to operate on a freedom of services basis by, the Central Bank of Ireland or other appropriate regulatory authority. The Uisce Éireann Required Insurances are as follows:

- 18.2.1 public liability insurance with a limit of indemnity of not less than €6.5million per claim or series of claims arising from one event and unlimited in the aggregate except for products liability and sudden and accidental pollution which can be limited in the aggregate;
- 18.2.2 employer's liability insurance, to include bodily injury , with a limit of indemnity of not less than €13 million for any claim or series of claims arising out of any one incident and unlimited in the aggregate;
- 18.2.3 Third party motor at unlimited any one claim and unlimited in the aggregate for except for third party property damage which can be limited to €30 million any one claim for motor cars, and €6.5 million for any other vehicle. This clause 18.2.3 only applies for Uisce Éireann owned vehicles or vehicles directly hired or leased by Uisce Éireann. This clause 18.2.3 does not require Local Authority owned or leased vehicles used by the Water Services Staff to be insured by Uisce Éireann;
- 18.2.4 Professional Indemnity insurance with an indemnity limit of not less than €5m any one claim/any one period and with a maximum allowable policy excess of €100,000; and
- 18.2.5 Environmental Impairment Liability with an indemnity limit of not less than €13,000,000 for each and every claim or series of claims arising from a single event and €26,000,000 in the aggregate, for remediation costs including statutory clean up costs, accidental third party bodily injury, death, disease or illness, third party property damage caused by the discharge, dispersal, release, seepage, migration or escape of pollutants arising out of or in connection with the provision of the Services or the carrying out of Uisce Éireann’s obligations pursuant to this Agreement. The Local Authority shall be included as joint insured and such policy shall contain a non-vitiation

clause.

- 18.3 It is recommended that Employment Practices Liability Insurance (EPLI) Policy with a minimum limit of indemnity of €1m for any one claim/any one period and with a maximum allowable policy excess of €125,000 be taken out. The Parties agree to work together in a collaborative and cooperative manner, during the Term to seek to determine whether a joint insurance policy covering employment practices liability is obtainable on commercially reasonable terms by Uisce Éireann from IPB subject to standard terms and conditions of insurance.
- 18.4 Uisce Éireann shall include the Local Authority under Uisce Éireann's public and employer's liability insurances as joint insured in respect of claims made directly against the Local Authority for which the Local Authority is deemed to be legally liable/responsible (which shall include the acts and omissions of the Local Authority Water Services Staff from the Effective Date). Non vitiation and cross-liability clauses shall be included and provide that the Insurer accepts the term "Insured" as applying to each Insured as if a separate policy of insurance had been issued to each of them, but without the overall limit of indemnity being increased as a result, and that non-compliance by the Insured or any other Insured will not affect the Local Authority's rights.
- 18.5 Uisce Éireann shall notify the Local Authority as soon as reasonably practicable in the event that any of the Uisce Éireann Required Insurances cease to be available (either entirely or on the terms required by this Agreement) or if it is notified by its insurers that they intend to cancel any such Uisce Éireann Required Insurances and shall make all commercially reasonable efforts to take out and maintain replacement insurance as soon as possible.
- 18.6 The Local Authority shall take out and maintain the insurances set out in this clause 18.5 and any other insurances as may be required from time to time by Law (the "**Local Authority Required Insurances**"). The Local Authority Required Insurances shall be on the terms specified and with insurers regulated by, or authorised to operate on a freedom of services basis by, the Central Bank of Ireland or other appropriate regulatory authority. The Local Authority Required Insurances are as follows:
- 18.6.1 In circumstances where motor vehicles are provided by the Local Authority under the Support Services Agreement, Motor insurance unlimited for third party bodily injury and with a limit of indemnity of not less than €30 million for motor cars and €6.5 million for any other vehicle per claim or series of claims arising from one event and unlimited in the aggregate for Third Party Property

Damage;

18.6.2 In circumstances where Water Services Staff work in Local Authority Premises, property and contents insurance; and

18.6.3 Professional Indemnity insurance with an indemnity limit of not less than €5m any one claim/any one period and with a maximum allowable policy excess of €100,000.

18.7 It is recommended that Employment Practices Liability Insurance (EPLI) Policy with a minimum limit of indemnity of €1m for any one claim/any one period and with a maximum allowable policy excess of €125,000 be taken out. The Parties agree to work together in a collaborative and cooperative manner, during the Term to seek to determine whether a joint insurance policy covering employment practices liability is obtainable on commercially reasonable terms by Uisce Éireann from IPB subject to standard terms and conditions of insurance.

18.8 The Local Authority shall notify Uisce Éireann as soon as is reasonably practicable in the event that any of the Local Authority Required Insurances cease to be available (either entirely or on the terms required by this Agreement) or if it is notified by its insurers that they intend to cancel any such Local Authority Required Insurances and shall make all commercially reasonable efforts to take out and maintain replacement insurances as soon as possible.

19 Indemnities

19.1 Uisce Éireann indemnities:

19.1.1 Uisce Éireann agrees to indemnify and keep indemnified the Local Authority and its Related Persons from Loss arising out of or resulting from:

(a) Injuries, illness or death to persons, damage to or loss of any property arising from events or circumstances that occur after the Effective Date and that are caused by the Local Authority or its Related Persons (which shall include the Local Authority Water Services Staff) in providing the Services excluding:

- where the injury, illness, death, damage or loss is caused by the negligence, neglect or deliberate act or omission by the Local Authority or Local Authority Personnel; and
- Losses for which the Local Authority is obliged to maintain the Local Authority Required Insurances under clause 18 and in each case up

to the limit of indemnity set out in clause 20;

- (b) Injuries, illness or death to persons, damage to or loss of any property in any way arising out of or occasioned by, caused by or on account of the negligence, neglect or deliberate act or omission, by Uisce Éireann or its Related Persons (which shall include the Local Authority Water Services Staff after the Effective Date) including Loss whereby the Local Authority is held vicariously liable as employer arising from such acts or omissions of the Local Authority Water Services Staff after the Effective Date in providing the Services.
- (c) any infringement or alleged infringement of any third-party Intellectual Property Rights in consequence of:
 - the provision by the Local Authority to Uisce Éireann of information and/or access to third party Intellectual Property Rights in accordance with this Agreement from the Effective Date; or
 - the use by the Local Authority of any Intellectual Property provided by Uisce Éireann after the Effective Date for the purpose of providing the Services.
- (d) Employment Liabilities, howsoever arising, in relation to all staff employed by Uisce Éireann under contracts of employment as at the Effective Date for which Uisce Éireann is liable for as employer except in relation to claims against the Local Authority for which the Local Authority is liable.
- (e) Employment Liabilities arising from claims from sub-contractors of the Local Authority who provided Services prior to the Effective Date that they are employees of the Local Authority for the purposes of Water Services.
- (f) Losses arising from claims from Local Authority suppliers who provided services pursuant to a written contract in respect of Water Services prior to the Effective Date and whose contracts were terminated because of the cessation of the SLA provided always that the Local Authority obtains Uisce Éireann's prior written consent to terminate such contracts.
- (g) Data breaches of Uisce Éireann's ICT systems howsoever arising involving commercially sensitive and/or Personal Data of Local Authority Water Services Staff or activities held by Uisce Éireann as a Controller

independent of the Local Authority up to the limit of indemnity set out in clause 20.1.3;

(h) Except in relation to Local Authority IT systems and networks, accidental data breaches caused by Water Services Staff arising out of the use of Local Authority Premises by Water Services Staff under the Support Services Agreement up to the limit of indemnity set out in clause 20.1.3 provided the Local Authority:

(A) implements as and from the Effective Date such technical and organisational security measures in respect of its own offices and systems as are required to ensure the confidentiality and integrity of Local Authority Data and prohibition of access to Local Authority Data by the Water Services Staff.

(i) Any failure to comply with clause 8.8 of this Agreement as and from the Effective Date.

19.1.2 The Local Authority agrees to notify Uisce Éireann within ten (10) business days of any known proceedings, investigations, complaints, claims or demands (whether formal or informal) against the Local Authority and or its Related Persons for which Uisce Éireann is responsible under clause 19.1. The Local Authority shall take reasonable steps to mitigate all loss suffered by it and shall allow Uisce Éireann to take the sole conduct of such actions as Uisce Éireann may deem appropriate. The Local Authority shall provide Uisce Éireann with such assistance as Uisce Éireann reasonably requires to facilitate the defence of any such claim, demand or suit. No amounts shall be payable by Uisce Éireann pursuant to clause 19.1 in respect of claims avoided, disputed, defended, settled or compromised by the Local Authority without Uisce Éireann's prior written consent (not to be unreasonably withheld or delayed).

19.2 Local Authority indemnities.

19.2.1 The Local Authority agrees to indemnify and keep indemnified Uisce Éireann and its Related Persons (excluding the Local Authority Water Services Staff) from all Loss arising out of or resulting from:

(a) Injuries, illness or death to persons or damage to or loss of any property

(not deemed to include loss of or damage to the property of Uisce Éireann or such property which is in the course of transfer to Uisce Éireann and is Insured under Uisce Éireann's property damage policy), in any way arising out of or occasioned by, caused by or on account of the negligence, neglect or deliberate act or omission by the Local Authority or the Local Authority Personnel in providing the Services;

- (b) any Loss (excluding liabilities expressly transferred by a ministerial order pursuant to Section 13 (Transfer of rights and certain liabilities, and continuation of leases, licences and permissions granted by water services authorities) and/or Section 14 (Transfer of other liabilities) and/or section 15 (Liability for loss occurring before the relevant day) of the Water Services (No.2) Act 2013) arising out of the performance or otherwise of the Local Authority of its functions as a water services authority prior to 1 January 2014;
- (c) any Loss incurred by Uisce Éireann as a result of the Local Authority:
 - failing to disclose to Uisce Éireann; or
 - disclosing to Uisce Éireann in a materially inaccurate respect;
- (i) subject to clause 5.6(B)(iii) (Data Sharing Agreement), a material term of a contract of employment for a member of the Local Authority Water Services Staff; and/or (ii) a material fact that Uisce Éireann should know in relation to the Management and Direction of the Local Authority Water Services Staff; and/or claims or potential claims in respect of the member of the Local Authority Water Services Staff that affect Uisce Éireann.
- (d) all Employment Liabilities (excluding liabilities expressly transferred by a ministerial order pursuant to Section 13 (Transfer of rights and certain liabilities, and continuation of leases, licences and permissions granted by water services authorities) and/or Section 14 (Transfer of other liabilities) of the Water Services (No.2) Act 2013)) relating to any Local Authority Personnel, including Employment Liabilities arising from events or occurrences relating to such person's employment or engagement (or the termination of that employment or engagement) by the Local Authority.
- (e) all Indemnified Employment Liabilities (excluding liabilities expressly transferred by a ministerial order pursuant to Section 13 (Transfer of

rights and certain liabilities, and continuation of leases, licenses and permissions granted by water services authorities) and/or Section 14 (Transfer of other liabilities) of the Water Services (No.2) Act 2013)) in respect of the Local Authority Water Services Staff arising out of events or circumstances that occurred prior to the Effective Date.

- (f) all Indemnified Employment Liabilities (excluding liabilities expressly transferred by a ministerial order pursuant to Section 13 (Transfer of rights and certain liabilities, and continuation of leases, licenses and permissions granted by water services authorities) and/or Section 14 (Transfer of other liabilities) of the Water Services (No.2) Act 2013)) in respect of the Local Authority Personnel arising out of events or circumstances that occur during the Term.
- (g) From data breaches of the Local Authority's ICT systems howsoever arising, involving commercially sensitive and/or Personal Data of Local Authority Water Services Staff or activities held by the Local Authority as a Controller independent of Uisce Éireann up to the limit of indemnity set out in clause 20.1.3.
- (h) Except in relation to Uisce Eireann IT systems and networks, accidental data breaches caused by Local Authority Personnel arising out of the use of Local Authority Premises by Water Services Staff and Local Authority Personnel under the Support Services Agreement up to the limit of indemnity set out in clause 20.1.3 provided Uisce Éireann:
 - (A) implements as and from the Effective Date such technical and organisational security measures in respect of its own offices and systems as are required to ensure the confidentiality and integrity of Uisce Éireann Data and prohibition of access to Uisce Éireann Data by Local Authority Personnel except those personnel who are involved in the provision of SLA Support Services and Support Services.
- (i) Any Loss incurred by Uisce Éireann in any way arising out of or occasioned by, caused by or on account of Local Authority Water Services Staff and/or Uisce Éireann Personnel performing or otherwise non-Water Services work for the Local Authority pursuant to clauses 4.6, 4.7 of this Agreement or otherwise.

- 19.3 Uisce Éireann agrees to notify the Local Authority within ten (10) business days of any known proceedings, investigations, complaints, claims or demands (whether formal or informal) against Uisce Éireann and or its Related Persons for which the Local Authority is responsible under clause 19.2. Uisce Éireann shall take reasonable steps to mitigate all loss suffered by it and shall allow the Local Authority to take the sole conduct of such actions as the Local Authority may deem appropriate. Uisce Éireann shall provide the Local Authority with such assistance as the Local Authority reasonably requires to facilitate the defence of any such claim, demand or suit. No amounts shall be payable by Uisce Éireann pursuant to clause 19.3 in respect of claims avoided, disputed, defended, settled or compromised by Uisce Éireann without the Local Authority's prior written consent (not to be unreasonably withheld or delayed).
- 19.4 In relation to Employment Liabilities that span before and after the Effective Date and in circumstances where the indemnities provide that one Party is liable up to the Effective Date and the other Party is liable from the Effective Date, the Parties agree to work together to manage the claim and apportion liability (if any) based on the time period of the Employment Liability prior to the Effective Date and following the Effective Date

20 Limitation of liability

- 20.1 The maximum liability of a Party for any one claim, or series of claims arising from the one event falling within the scope of the indemnities set out in clause 19 shall be:
- 20.1.1 €100,000,000 for any and all Losses arising from injuries or death to persons or damage to or loss of any property;
 - 20.1.2 €50,000,000 for Employment Liabilities; and
 - 20.1.3 €5,000,000 for all other claims.
- 20.2 The maximum aggregate liability of a Party under or in connection with this Agreement, howsoever arising, shall not exceed €155,000,000, save that:
- 20.2.1 this clause 20.2 shall not limit or exclude liability of either Party:
 - (a) for fraud or wilful misconduct;
 - (b) death or personal injury caused by negligence; and
 - 20.2.2 Payroll Cost and the fees to be paid by Uisce Éireann to the Local Authority for Support Services shall not count against the maximum liability specified in this clause 20.2.

20.3 Indirect and consequential loss

20.3.1 Save for in the circumstances specified in clause 20.2.1, neither Party shall be liable in contract, tort (including but not limited to negligence) or otherwise howsoever for any of the following Losses or damage (whether or not such Losses or damage was foreseen, foreseeable, known or otherwise):

- (a) loss of revenue (other than payments that are payable under this Agreement);
- (b) loss of actual or anticipated profits;
- (c) loss of contracts;
- (d) loss of the use of money;
- (e) loss of anticipated savings;
- (f) loss of business;
- (g) loss of opportunity;
- (h) loss of goodwill;
- (i) loss of reputation;
- (j) loss of, damage to or corruption of data; or
- (k) any indirect or consequential Loss howsoever caused (including, for the avoidance of doubt, whether such Loss or damage is of a type specified in sub-clauses 20.3.1(a) to (j) above),

whether arising out of, or in connection with, or in relation to any goods or services supplied under this Agreement or the supply or non-supply or purported supply or delay in supply of any goods or services under this Agreement or otherwise out of or in connection with or in relation to this Agreement or any transaction or matter contemplated by it.

20.4 Neither Party shall be liable in contract, tort (including but not limited to negligence) or otherwise howsoever for any Loss or damage (whether or not such Losses or damage was foreseen, foreseeable, known or otherwise) in the event that some or all of the Water Services Staff fail to cooperate with Management and Direction (in whole or in part). Uisce Éireann shall not be relieved from its payment obligation in Clause 13 (Finance) in respect of an obligation of the Local Authority under this Agreement unless and then only to the extent that the relevant cost is not incurred by the Local Authority.

21 Audit

21.1 Subject to Data Protection Law, the Local Authority shall facilitate the work of the Uisce Éireann internal audit department, Uisce Éireann's Statutory Auditors, Comptroller & Auditor General or auditors that have been appointed by Uisce Éireann, including facilitating access to any information, records or materials held by the Local Authority in connection with Water Services, the Services and any historic information, records or materials held by the Local Authority in connection with the SLA.

22 GENERAL PROVISIONS

22.1 Prior obligations

22.1.1 Nothing in this Agreement shall prevent or restrict either Party from performing or omitting any act or thing which it is required to perform or omit pursuant to a statutory right or obligation (including pursuant to any requirement of any Competent Authority) or an order or written direction (whether general or specific) of the Minister.

22.2 Existing Rights

22.2.1 Without prejudice to the statutory rights, obligations and powers of either Party and any orders or written directions of the Minister, nothing in this Agreement, with the exception of the rights and/or obligations specified in this Agreement, shall add to, alter or reduce, or be construed as adding to, altering or reducing, the existing rights of the Parties prior to entering into this Agreement.

22.3 Notices and communications

22.3.1 Any notice or other communication under this Agreement shall only be effective if it is in writing and sent to the Chief Executive of either the Local Authority or Uisce Éireann and shall be sufficiently given:

- (a) it is delivered by hand or by registered post for the attention of the relevant Chief Executive; or
- (b) if it is sent by email, it is sent to the correct email address and for the attention of the Chief Executive and receipt is acknowledged by him or her, or on their behalf.

22.3.2 Every notice or communication given in accordance with this clause will be deemed to have been received as follows:

Means of Dispatch	Deemed Received
Delivered by Hand	The day of delivery
Delivered by Registered Post	Three (3) Business Days after posting
Electronic Mail	Upon acknowledgement of receipt

Provided that if, in accordance with the above provisions, any such notice or other communication would otherwise be deemed to be given or made outside working hours (being 9am to 5pm on a Business Day) such notice, or other communication shall be deemed to be given or made at the start of the working hours on the next Business Day.

22.4 Remedies and Waivers

22.4.1 No delay or omission by any Party to this Agreement in exercising any right, power or remedy provided by Law or under this Agreement shall:

- (a) affect that right, power or remedy; or
- (b) operate as a waiver of it.

22.4.2 The exercise or partial exercise of any right, power or remedy provided by Law or under this Agreement shall not preclude any other or further exercise of it or the exercise of any other right, power or remedy.

22.4.3 The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies provided by Law.

22.5 Severability

22.5.1 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the Law of any jurisdiction that shall not affect or impair:

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or

(b) the legality, validity or enforceability under the Law of any other jurisdiction of that or any other provision of this Agreement.

22.6 No Partnership and No Agency

22.6.1 Nothing in this Agreement and no action taken by the Parties pursuant to this Agreement shall constitute, or be deemed to constitute, a partnership, association, joint venture or other co-operative entity between the Parties.

22.6.2 Nothing in this Agreement and no action taken by the Parties pursuant to this Agreement shall constitute, or be deemed to constitute, any Party as the agent of any other Party for any purpose. Neither Party has, pursuant to this Agreement, any authority or power to bind or to contract in the name of the other Party to this Agreement.

22.7 Further Assurance

22.7.1 Either Party shall, from time to time on request, do or procure the doing of all acts and/or the execution of all documents in a form satisfactory to the other Party which the other Party may reasonably consider necessary for giving full effect to this Agreement and securing to the other Party the full benefit of the rights, powers and remedies conferred upon it in or by this Agreement.

22.8 Entire Agreement

22.8.1 For the purposes of this clause, "pre-contractual statement" means a draft agreement, undertaking, representation, warranty, promise, assurance or arrangement of any nature whatsoever, whether or not in writing, relating to this Agreement made or given by a Party to this Agreement or any other person at any time prior to the date of this Agreement.

22.8.2 The Framework, this Agreement and the Support Services Agreement (and where relevant, the SLA up to the Effective Date) constitutes the whole and only agreement between the Parties relating to the provision of the Services.

22.8.3 Except to the extent repeated in this Agreement, this Agreement supersedes and extinguishes any pre-contractual statement.

22.8.4 Each Party acknowledges that in entering into this Agreement it is not relying upon any pre-contractual statement which is not set out in this Agreement.

22.8.5 No Party shall have any right of action against any other Party to this Agreement arising out of or in connection with any pre-contractual statement (except in the case of fraud) except to the extent repeated in this Agreement.

22.9 Execution

22.9.1 The parties intend to execute this Agreement using the same version by physical signature and not counterparts. If that is not practicable for whatever reason, clause 22.9.2 shall apply.

22.9.2 The parties agree that this Agreement may be executed using DocuSign.

22.10 Governing Law and Jurisdiction

22.10.1 This Agreement shall be governed by and construed in accordance with the Laws of Ireland.

22.10.2 Subject to clause 10 (Dispute Resolution), the Parties to this Agreement irrevocably agree that the Courts of Ireland are to have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement

22.11 Precedence of Documents

22.11.1 The Party to this Agreement shall provide such mutual assistance and co-operation as is necessary in order to implement this Agreement.

22.11.2 In the event of any inconsistencies between the documents referenced in and comprised in this Agreement, the documents shall take precedence over each other in the following order of precedence:

- (a) The Framework;
- (b) This Agreement;
- (c) The Support Services Agreement.

22.12 Duty to mitigate

22.12.1 Nothing in this Agreement shall or shall be deemed to relieve either Party of any common law duty to mitigate any Losses or damage incurred by it.

22.13 Force Majeure

- 22.13.1 If either party is prevented from fulfilling its obligations under this Agreement by reason of Force Majeure the party unable to fulfil its obligations shall immediately give notice of this to the other party and shall use reasonable endeavours to perform its obligations pursuant to this Agreement to the fullest extent practicable with a view to minimising any disruption in the continuity of water and water services provided to the public.
- 22.13.2 Subject to clause 22.13.1 above neither party shall be deemed to be in breach of its obligations under this Agreement in the event of being unable to perform its obligations due to Force Majeure.
- 22.13.3 If and when the period of such incapacity exceeds 6 months then either party may serve notice to terminate this Agreement.
- 22.13.4 Uisce Éireann shall not be relieved from its payment obligation in Clause 13 of this Agreement (Finance) in respect of an obligation of the Local Authority suspended by reason of Force Majeure unless and then only to the extent that relevant cost is not incurred by the Local Authority. The Local Authority shall use its reasonable endeavours to mitigate or reduce the costs being incurred by the Local Authority. Where the period of incapacity is likely to be in excess of 5 Business Days the parties shall meet as soon as practicable and not later than a further 3 Business Days to agree next steps.

SCHEDULE 1
(SLA Support Services)

CORE SERVICES		
Category	Service Heading	Description of Service
HR	Time and Attendance and Payroll Processing	<ul style="list-style-type: none"> - Continue to administer the T&A processes for LA water services staff including modified processes for approval/sign off as required. - Continue to administer the inputs required for processing of payroll for all LA water services staff.
	HR Services & IR Services	<ul style="list-style-type: none"> - Continue to provide HR services for LA water services staff e.g. escalations for disciplinary and grievance management and HR Administration. - Continue to provide IR services for LA water services staff <p>NOTE: Recruitment and Training are the responsibility of UÉ in accordance with Clause 5.5 and 5.7 of the Master Co-operation Agreement respectively.</p>
Finance	Travel & Subsistence	<ul style="list-style-type: none"> - Continue to administer Travel & Subsistence processes for LA water services staff until UÉ system and processes are in place to transition this service.
	Financial Services	<ul style="list-style-type: none"> - Continue to administer processes using LA financial systems e.g. LVPC and procurement through FMS which will reduce as underlying services transition to UÉ - LA staff to continue provision of Detailed Payroll File in support of the Monthly Payroll Invoice and any other relevant supporting documentation
ICT	ICT Support Services	<ul style="list-style-type: none"> - Continue to maintain and support the ICT systems that support the delivery of water and wastewater services until all services are no longer required by UÉ or novated to UÉ. Access to be provided for all water services staff in accordance with Master Co-operation Agreement clauses 5.9.1 and 5.9.5. - Continue to provide and support the required ICT computing/devices tools for LA employees (phones, laptops, desktops printers, licences) until replaced by UÉ equipment.
	Tele-communications	<ol style="list-style-type: none"> 1. Mobile Communications <ol style="list-style-type: none"> 1a. Continue Asset based comms, e.g. loggers with SIM cards, until migrated/transferred to UÉ and when migrating request to the service provider that the number is ported to maintain operational integrity 1b. Continue User based comms for LA water services staff, e.g. mobile phones, until migrated/transferred to UÉ and when migrating request to the service provider that the number is ported to maintain operational integrity 2. Fixed Telecommunications for Water Sites Continue Fixed Telecommunications for Water sites until migrated to UÉ 3. Quality of Internet Access from Shared office locations Provide a suitable quality of service/performance to support all of the Water Services staff for their internet needs and provide improvement works/HW if required. UÉ to provide capex for any HW/installation upgrades (Bill of materials from LA approved by UÉ). Any ongoing Opex cost/maintenance/support as part of Facilities "Use of Offices for staff" item.

	Access to/Management of LA County-Wide SCADA / Telemetry systems	Continue to provide access to / management of LA County-Wide SCADA / Telemetry systems until novated / migrated to UÉ
Facilities	Use of Offices for staff	<ul style="list-style-type: none"> - Continued use of Offices for all water services staff i.e. for LA staff continuing to work in water services under the Master Co-operation Agreement, staff transferring to UÉ and UÉ recruits that fill vacancies in water services. Office space to be provided as a fully serviced solution for water services staff. - The right to use desks, meeting rooms, welfare facilities, shared spaces or floors in a suitable LA office building, including facilities management, car parking etc. - Including telecom phone lines for telecommunications network to all information technology devices such as PC's, laptops, printers, scanners, copiers, desk phones and WiFi devices. - Provide WiFi internet access network for use by all water services staff. In the event that this dedicated WiFi network cannot be provided, UÉ shall be granted permission to complete the necessary site works to install an alternative UÉ network (e.g. UÉ telco supplier with CPE) and/or mast/antenna etc. Any works completed to install this alternative network will be reinstated upon termination / expiration of the agreement by UÉ. -Storage space for a printer and installing a locked cupboard / room for storing printers, toners, spare peripherals

ANCILLARY SERVICES

Category	Service Heading	Description of Service
Asset Operations	Stores and Inventory – Management and Facilities for Storage and Distribution	<ul style="list-style-type: none"> - Maintain the current stores and inventory management arrangements, in relation to procurement, storage and distribution of materials with LAs that currently operate Stores. - Existing Storekeepers, where not in water services, would be required to provide staffing for water services stores operations (inbound, storage, outbound and return activities). Administration staff for managing supply chain to LA Stores - Admin staff based in stores would also continue the procurement, control and maintenance of stock levels in the stores. Procurement contracts for materials to LA Stores - Continued use of LA procurement contracts where local FMS will continue to be utilised for stock procurement
	Use of Depots	<p>Use of Depots:</p> <ul style="list-style-type: none"> - The right to continue with the use of the Depots for internal rooms, floors, shared welfare facilities and external yards including facilities management services etc. for all water services staff. - Where LA plan to migrate a lease or licence to UÉ, LA to continue to pay lease through until due diligence assessment complete by UÉ and lease assigned accordingly.
Fleet	Fleet Services	<p>Transfer LA owned and novate / migrate hired fleet to UÉ ahead of Effective Date (where possible) and vehicle managed by UÉ thereafter.</p> <ul style="list-style-type: none"> - LA continues to manage fleet including all support services where it is not feasible to transfer to UÉ by the Effective Date (including shared vehicles). Services provided such as fleet management, servicing, fuel, road tax, statutory certification, insurance etc.

	Machinery Yards	<p>- Continue provision of Machinery Yard services for shared vehicles and equipment that has not transferred to UÉ.</p> <p>- Parking of UÉ fleet in Machinery yards and depots to continue.</p>
Environmental Regulation	Laboratories Services DW and WW Testing	<p>Continue to provide accredited laboratory facilities, sampling and testing services and maintain accreditation status at existing levels to UÉ. UÉ to be registered as a customer to the LA.</p> <p>Continue reporting test data and incident notification through existing systems</p> <p>OR (where non-accredited)</p> <p>Continue to provide laboratory facilities, sampling and testing services at existing levels to UÉ.</p> <p>Continue reporting test data and incident notification through existing systems.</p>
		Continue to operate and maintain LA LIMs and retain archive data
	DW and WW Sampling	Non-water services staff carrying out Sampling on behalf of UÉ to be maintained.
H&S	H&S	Continued provision of Electronic Lone Working Devices and support system e.g. call centre where applicable, as well as maintenance of the devices. This provision would be to all water service staff (including UÉ new recruits) to ensure that a consistent and safe process is in place.
		Statutory certification, inspection and maintenance of safety critical equipment as documented on IW-HSQE-052 will continue to be required until transitioned to UÉ e.g. breathing apparatus & calibration etc of gas monitors, inspection of life safety systems relating to fire, ATEX, floatation devices, until UÉ contracts are put in place.
		Continued purchase, provision and maintenance of PPE (including protective clothing and equipment) e.g. from LA stores. This provision would be to all water service staff (including UÉ new recruits) to ensure that a consistent process is in place, with non-branded PPE for UÉ Water Services staff.
		Continued provision of Occupational Health Services for LA Water Services staff including periodic medical assessments to establish fitness for work, fitness for confined space entry and other work-related medical assessments. This provision would also include the delivery of vaccinations such as Hep A and B and also tetanus.
		Continued use of Proworks / Traffic Management System for Water Service Staff where this is in place. UÉ currently reviewing options relating to standing this up, but it won't be accessible for those who have an LA email domain.
		Health and safety governance in accordance with Clause 8.6 of the Master Co-operation Agreement. UÉ will cover the agreed costs of the LA for such health and safety governance.
Purchasing	LA FMS Purchasing	LA procurement through their FMS to be moved to Oracle where possible before Effective Date. Continue to facilitate the use of FMS for procurement purposes as and when required.
	Low Value Purchasing Card system	Maintain current LVP Card arrangement for LA water services staff, in readiness for transition to UÉ arrangements at transfer, including facility to continue to use during service handover
Customer Operations	OOH 3rd Party Contact Centres	Continued use of 3rd Party Contact Centres or relevant local arrangement for Out of Hours (OOH) until UÉ arrangements are in place
	Non-Domestic Meter Reading and transfer to UÉ Billing Services	Where applicable the LA will continue to provide Non-Domestic Meter Reading services until alternative UÉ arrangements are in place e.g. reads on excel, Temetra Routes. Continue to provide maintenance agreements for LA version of Temetra. Contracted meter reading to be transferred to UÉ.

	Continued support on management of trade wastewater	- Continue where trade effluent sampling carried out by Env. Services and Section 16 enforcement until transitioned to UÉ. - Continue trade effluent licence review and compliance activity until transferred to UÉ.
Asset Information	Updates to UÉ GIS Systems	Where applicable the LA will continue to provide updates to UÉ systems. E.g. GIS Technicians providing info to UÉ to ensure changes to the network are captured in GIS directly or to provide updates to the CoE (Centre of Excellence Project capture) until work transitioned to UÉ.
Other	Connections Enquiries and Applications	Where applicable (if not provided by water services staff), continue to provide services in relation to new connections enquiries, applications and connection delivery.
	Ancillary Charges for Non-Domestic Billing	Where applicable, continue to provide services for Ancillary Charges e.g provision of information on tankered waste delivered to WWTP; provision of flows, BOD, COD for inputting into Mogden/MFA charges for specific customers; provision of data from the ports for ships extracting water; provision of information relating to Section 16 licensing.
	AERs and License Reviews	Continue WW Discharge Authorisations, AERs and Licence Reviews until transitioned to UÉ. Where not by Water Services staff, continue to undertake ambient sampling.
	Statutory obligations activities such as Data Protection, FOI and AIE	If required, continue to provide statutory support for water related data protection, FOI and AIE requests.
	Road Reinstatements where carried out by non-Water Services LA Staff	Continue to provide Road Reinstatements where work carried out by non-Water Services LA Staff.
	Other LA staff attendance for water and wastewater services emergencies.	Continue to provide non-Water Services LA Staff support to UÉ when required e.g. attendance at outages, bursts, winter maintenance etc. and costs to be recouped from UÉ.

SCHEDULE 2
(Form of Support Services Agreement)

SUPPORT SERVICES AGREEMENT

This **SUPPORT SERVICES AGREEMENT** is made on

BETWEEN

- (1) **UISCE ÉIREANN**, a designated activity company (limited by shares), incorporated in Ireland (registered no. 530363) pursuant to the Water Services Act 2013, whose registered office is at Colvill House, 24-26 Talbot Street, Dublin 1, its successors and assigns, (**Uisce Éireann**); **AND**
- (2) [] **COUNTY COUNCIL**, having its principal place of business at [] (the "**Local Authority**") (each a **Party** and, together, the **Parties**)

WHEREAS

- A The Parties have entered into a master co-operation agreement on [•] (the "**Master Co-Operation Agreement**") which provides for Uisce Éireann to have Management and Direction of the Local Authority Water Services Staff.
- B In support of the delivery of Water Services Functions, the Local Authority has agreed to provide the Support Services to Uisce Éireann on the terms and conditions set out herein.

THE PARTIES AGREE as follows:

1. Definitions and Interpretation

1.1 Save to the extent that a capitalised term is defined in this Support Services Agreement, the capitalised terms used in this Support Services Agreement shall mirror those used in the Master Co-Operation Agreement.

1.2 In this Agreement, the following terms shall have the following meanings:

"**Master Co-Operation Agreement**" has the meaning given to it in Recital (A);

"**Schedules**" refers to the schedules appended to this Support Services Agreement;

"**SSA Commencement Date**" is the Effective Date of the Master Co-Operation Agreement ;

"**SSA Term**" has the meaning as set out at clause 4.1;

"**Support Services**" means the services to be provided by the Local Authority to

Uisce Éireann in accordance with this Support Services Agreement and as outlined in Schedule 1 (and "**Support Service**" refers to one of those services); and

"**Support Services Agreement**" means this agreement and the Schedules to it.

- 1.3 This Support Services Agreement shall be interpreted in accordance with the provisions of the Master Co-Operation Agreement.

2. General Obligations of the Parties

- 2.1 In consideration of the payment by Uisce Éireann to the Local Authority in accordance with this Support Services Agreement and the Master Co-Operation Agreement, and in order to give effect to the Master Co-Operation Agreement, the Local Authority shall provide the Support Services to Uisce Éireann in accordance with the terms of this Support Services Agreement and the Master Co-Operation Agreement.

- 2.2 The Parties accept and acknowledge that Uisce Éireann requires the Support Services in order to ensure that a stable operating environment for the provision of water and wastewater services to the public in respect of Uisce Éireann's Water Services Functions is maintained (to a standard no less than the Existing Standards) during the completion of the transformation of the public water-services sector in Ireland by the integration of Water Services Functions within the organisational structure of Uisce Éireann.

- 2.3 If there is any conflict between the provisions of this Support Services Agreement and the provisions of the Master Co-operation Agreement, the provisions of the Master Co-Operation Agreement shall prevail.

3. Support Services

- 3.1 The Support Services are those outlined in Schedule 1, as may be varied from time-to-time by the agreement of the Parties.
- 3.2 The Support Services shall be delivered by the Local Authority to Uisce Éireann to a standard no less than the Existing Standards
- 3.3 Any such agreement to vary the Support Services shall be writing and no oral variation of this Support Services Agreement shall be effective.

4. Term and Termination

- 4.1 Subject to clauses 4.2, 4.3 and 4.4, this Support Services Agreement shall commence

on the SSA Commencement Date and shall continue until 31 December 2026, whereupon it shall terminate (unless it has been terminated on an earlier date in accordance with the terms of this Support Services Agreement)(the "**SSA Term**")

4.2 The Parties acknowledge and accept that it is the intention of Uisce Éireann to transition all or part of the Support Services to Uisce Éireann at various stages during the Term. For each Support Service to be transitioned to Uisce Éireann, Uisce Éireann shall provide the notice period prescribed in Schedule 1 in the column entitled "Notice Period" in writing to the Local Authority of the date upon which Uisce Éireann will no longer require the relevant Support Service. Uisce Éireann agrees to keep the Local Authority informed of its transition plans during the SSA Term. The Local Authority may also terminate all or part of a Support Service it provides to Uisce Éireann by giving notice in writing to Uisce Éireann subject to the notice period prescribed in Schedule 1. The Parties agree to work together to enable a smooth transition of all Support Services to Uisce Éireann.

4.3 This Agreement may be terminated by the mutual written agreement of the Parties.

4.4 Termination of this Agreement shall not result in the termination, revocation, expiry or invalidation of the Master Co-Operation Agreement.

4.5 Termination of this Agreement shall not prejudice any rights of a Party which may have arisen on or before the date of termination or any provision explicitly or impliedly intended to survive termination/expiry of this Agreement.

5. Charges

5.1 Subject to clause 5.2, the charges payable by Uisce Éireann to the Local Authority for each Support Service are outlined in Schedule 2. The form of invoice, the required electronic file of supporting documentation and process for payment are set out in Schedule 3.

5.2 If the charges for Support Services and the information required for Schedule 3 are not agreed by the Parties at the time of the signing of this Support Services Agreement, nevertheless the Parties agree that the Support Services Agreement shall be signed and commenced. Once the Parties agree the charges and the contents of Schedule 3 in accordance with Clause 13 of the Master Co-Operation Agreement, the Parties agree to amend this Support Services Agreement accordingly.

5.3 The Commission for Regulation of Utilities (CRU) uses the Irish Harmonised Index of Consumer Prices (Irish HICP) as the inflation index in the revenue control process where it sets the total level of revenue that Uisce Éireann can receive. Costs incurred by the Local Authority under this Support Services Agreement will be reviewed annually and adjusted for the following calendar year in line with prevailing published HICP.

6. Dispute Resolution

6.1 Any dispute or difference arising between the Parties out of or in connection with this Support Services Agreement shall be resolved via the Dispute Avoidance and Resolution Procedure.

7. Property

7.1 Where the Local Authority provides Uisce Éireann with the use of Units more particularly described in Schedule 4 (the “**Units**”) under this Agreement, the Local Authority agrees to (i) permit Uisce Éireann and the Water Services Staff to use the Units for the duration of the SSA Term; (ii) in respect of the Units to provide the same level of service and facilities (including the ancillary rights set out in Schedule 5) to the Water Services Staff as was provided to the Local Authority Water Services Staff under the SLA for the duration of the SSA Term (unless notice is served in accordance with this Agreement). Uisce Éireann agrees that the rights granted pursuant to this clause 7.1 and Schedule 5 shall be subject to the Local Authority’s existing work practices, policies and procedures as well as future policies and procedures.

7.2 Where the Local Authority is unable to provide office accommodation for the Water Services Staff as a Support Service under this Agreement as of the SSA Commencement Date, the Local Authority agrees nevertheless to continue to provide office accommodation for the Water Services Staff for a period of twelve months from the SSA Commencement Date.

7.3 During the SSA Term, both Parties shall when requested by the other Party, engage in discussions concerning alternative options in relation to the Units.

8. General Provisions

8.1 For the avoidance of doubt, the provisions of clause 22 of the Master Co-Operation Agreement (General Provisions) shall also apply to this Support Services Agreement.

8.2 Clause 4.7 of the Master Co-Operation Agreement provides, inter alia, that Uisce Éireann will continue to provide to the Local Authority support in respect of critical process areas. Schedule 6 of this Agreement details the critical process areas for Part A and Part B Critical Process Areas identified by the Local Authority that relate to Clause 4.7 of the Master Co-Operation Agreement.

SCHEDULE 1

(Services)

CORE SERVICES				
Category	Service Heading	Description of Service	Notice Period	Expected Transition to UE
HR	Time and Attendance and Payroll Processing	<ul style="list-style-type: none"> - Continue to administer the T&A processes for LA water services staff including modified processes for approval/sign off as required. - Continue to administer the inputs required for processing of payroll for all LA water services staff. 	N/A as transfer of employment to UE is voluntary	End 2026 or earlier if all LA WS staff transfer employment to UE
	HR Services & IR Services	<ul style="list-style-type: none"> - Continue to provide HR services for LA water services staff e.g. escalations for disciplinary and grievance management and HR Administration. - Continue to provide IR services for LA water services staff <p>NOTE: Recruitment and Training are the responsibility of UÉ in accordance with Clause 5.5 and 5.7 of the Master Co-operation Agreement respectively.</p>		
Finance	Travel & Subsistence	- Continue to administer Travel & Subsistence processes for LA water services staff until UÉ system and processes are in place to transition this service.		Until UE system and processes are in place to transition this service.
	Financial Services	<ul style="list-style-type: none"> - Continue to administer processes using LA financial systems e.g. LVPC and procurement through FMS which will reduce as underlying services transition to UÉ - LA staff to continue provision of Detailed Payroll File in support of the Monthly Payroll Invoice and any other relevant supporting documentation 		Reducing as underlying services transition to UE
ICT	ICT Support Services	<ul style="list-style-type: none"> - Continue to maintain and support the ICT systems that support the delivery of water and wastewater services until all services are no longer required by UÉ or novated to UÉ. Access to be provided for all water services staff in accordance with Master Co-operation Agreement clauses 5.9.1 and 5.9.5. - Continue to provide and support the required ICT computing/devices tools for LA employees (phones, laptops, desktops printers, licences) until replaced by UÉ equipment. 		Novate asap but within 18 months for WS related IT

	Tele-communications	<p>1. Mobile Communications</p> <p>1a. Continue Asset based comms, e.g. loggers with SIM cards, until migrated/transferred to UÉ and when migrating request to the service provider that the number is ported to maintain operational integrity</p> <p>1b. Continue User based comms for LA water services staff, e.g. mobile phones, until migrated/transferred to UÉ and when migrating request to the service provider that the number is ported to maintain operational integrity</p> <p>2. Fixed Telecommunications for Water Sites Continue Fixed Telecommunications for Water sites until migrated to UÉ</p> <p>3. Quality of Internet Access from Shared office locations Provide a suitable quality of service/performance to support all of the Water Services staff for their internet needs and provide improvement works/HW if required. UÉ to provide capex for any HW/installation upgrades (Bill of materials from LA approved by UÉ). Any ongoing Opex cost/maintenance/support as part of Facilities "Use of Offices for staff" item.</p>		As soon as practical after Effective Date - (dependent on data gathering and impact assessment)
	Access to/Management of LA County-Wide SCADA / Telemetry systems	Continue to provide access to / management of LA County-Wide SCADA / Telemetry systems until novated / migrated to UÉ		As soon as practical - (dependent on Supply Chain Novations and Asset Ops criticality of sites)
Facilities	Use of Offices for staff	<ul style="list-style-type: none"> - Continued use of Offices for all water services staff i.e. for LA staff continuing to work in water services under the Master Co-operation Agreement, staff transferring to UÉ and UÉ recruits that fill vacancies in water services. Office space to be provided as a fully serviced solution for water services staff. - The right to use desks, meeting rooms, welfare facilities, shared spaces or floors in a suitable LA office building, including facilities management, car parking etc. - Including telecom phone lines for telecommunications network to all information technology devices such as PC's, laptops, printers, scanners, copiers, desk phones and WiFi devices. - Provide WiFi internet access network for use by all water services staff. In the event that this dedicated WiFi network cannot be provided, UÉ shall be granted permission to complete the necessary site works to install an alternative UÉ network (e.g. UÉ telco supplier with CPE) 	Minimum of 18 months	2026

		and/or mast/antenna etc. Any works completed to install this alternative network will be reinstated upon termination / expiration of the agreement by UÉ. -Storage space for a printer and installing a locked cupboard / room for storing printers, toners, spare peripherals		
ANCILLARY SERVICES				
Category	Service Heading	Description of Service	Notice Period	Expected Transition to UE
Asset Operations	Stores and Inventory – Management and Facilities for Storage and Distribution	- Maintain the current stores and inventory management arrangements, in relation to procurement, storage and distribution of materials with LAs that currently operate Stores. - Existing Storekeepers, where not in water services, would be required to provide staffing for water services stores operations (inbound, storage, outbound and return activities). Administration staff for managing supply chain to LA Stores - Admin staff based in stores would also continue the procurement, control and maintenance of stock levels in the stores. Procurement contracts for materials to LA Stores - Continued use of LA procurement contracts where local FMS will continue to be utilised for stock procurement	Minimum of 18 months	2026
	Use of Depots	Use of Depots: - The right to continue with the use of the Depots for internal rooms, floors, shared welfare facilities and external yards including facilities management services etc. for all water services staff. - Where LA plan to migrate a lease or licence to UÉ, LA to continue to pay lease through until due diligence assessment complete by UÉ and lease assigned accordingly.	Minimum of 18 months	2026 or sooner if lease is to be assigned to UÉ
Fleet	Fleet Services	Transfer LA owned and novate / migrate hired fleet to UÉ ahead of Effective Date (where possible) and vehicle managed by UÉ thereafter. - LA continues to manage fleet including all support services where it is not feasible to transfer to UÉ by the Effective Date (including shared vehicles). Services provided such as fleet management, servicing, fuel, road tax, statutory certification, insurance etc.	18 months or sooner if both parties agree	2025 or as soon as services are no longer required
	Machinery Yards	- Continue provision of Machinery Yard services for shared vehicles and equipment that has not transferred to UÉ. - Parking of UÉ fleet in Machinery yards and depots to continue.		

Environmental Regulation	Laboratories Services DW and WW Testing	<p>Continue to provide accredited laboratory facilities, sampling and testing services and maintain accreditation status at existing levels to UÉ. UÉ to be registered as a customer to the LA.</p> <p>Continue reporting test data and incident notification through existing systems OR (where non-accredited)</p> <p>Continue to provide laboratory facilities, sampling and testing services at existing levels to UÉ.</p> <p>Continue reporting test data and incident notification through existing systems.</p>	12 Months	2026
		Continue to operate and maintain LA LIMs and retain archive data		Until UE arrangements are in place to transition this service.
	DW and WW Sampling	Non-water services staff carrying out Sampling on behalf of UÉ to be maintained.		
H&S	H&S	Continued provision of Electronic Lone Working Devices and support system e.g. call centre where applicable, as well as maintenance of the devices. This provision would be to all water service staff (including UÉ new recruits) to ensure that a consistent and safe process is in place.		Until UE arrangements are in place to transition this service.
		Statutory certification, inspection and maintenance of safety critical equipment as documented on IW-HSQE-052 will continue to be required until transitioned to UÉ e.g. breathing apparatus & calibration etc of gas monitors, inspection of life safety systems relating to fire, ATEX, floatation devices, until UÉ contracts are put in place.		Until UE arrangements are in place to transition this service.
		Continued purchase, provision and maintenance of PPE (including protective clothing and equipment) e.g. from LA stores. This provision would be to all water service staff (including UÉ new recruits) to ensure that a consistent process is in place, with non-branded PPE for UÉ Water Services staff.		Until UE arrangements are in place to transition this service.
		Continued provision of Occupational Health Services for LA Water Services staff including periodic medical assessments to establish fitness for work, fitness for confined space entry and other work-related medical assessments. This provision would also include the delivery of vaccinations such as Hep A and B and also tetanus.		End 2026 or earlier if all WS staff transfer employment to UE.
		Continued use of Proworks / Traffic Management System for Water Service Staff where this is in place. UÉ currently reviewing options relating to standing this up, but it won't be accessible for those who have an LA email domain.		Until UE arrangements are in place to transition this service.
		Health and safety governance in accordance with Clause 8.6 of the Master Co-operation Agreement. UÉ will cover the agreed costs of		End 2026 or earlier if all WS staff

		the LA for such health and safety governance.		transfer employment to UE.
Purchasing	LA FMS Purchasing	LA procurement through their FMS to be moved to Oracle where possible before Effective Date. Continue to facilitate the use of FMS for procurement purposes as and when required.		On, or as soon as practical after, Effective Date
	Low Value Purchasing Card system	Maintain current LVP Card arrangement for LA water services staff, in readiness for transition to UÉ arrangements at transfer, including facility to continue to use during service handover		On, or as soon as practical after, Effective Date
Customer Operations	OOH 3rd Party Contact Centres	Continued use of 3rd Party Contact Centres or relevant local arrangement for Out of Hours (OOH) until UÉ arrangements are in place		Until UE arrangements are in place to transition this service.
	Non-Domestic Meter Reading and transfer to UÉ Billing Services	Where applicable the LA will continue to provide Non-Domestic Meter Reading services until alternative UÉ arrangements are in place e.g. reads on excel, Temetra Routes. Continue to provide maintenance agreements for LA version of Temetra. Contracted meter reading to be transferred to UÉ.		
	Continued support on management of trade wastewater	- Continue where trade effluent sampling carried out by Env. Services and Section 16 enforcement until transitioned to UÉ. - Continue trade effluent licence review and compliance activity until transferred to UÉ.		Until UE arrangements are in place to transition this service.
Asset Information	Updates to UÉ GIS Systems	Where applicable the LA will continue to provide updates to UÉ systems. E.g. GIS Technicians providing info to UÉ to ensure changes to the network are captured in GIS directly or to provide updates to the CoE (Centre of Excellence Project capture) until work transitioned to UÉ.		Until UE arrangements are in place to transition this service.
Other	Connections Enquiries and Applications	Where applicable (if not provided by water services staff), continue to provide services in relation to new connections enquiries, applications and connection delivery.		Until UE arrangements are in place to transition this service.
	Ancillary Charges for Non-Domestic Billing	Where applicable, continue to provide services for Ancillary Charges e.g provision of information on tankered waste delivered to WWTP; provision of flows, BOD, COD for inputting into Mogden/MFA charges for specific customers; provision of data from the ports for ships extracting water; provision of information relating to Section 16 licensing.		
	AERs and License Reviews	Continue WW Discharge Authorisations, AERs and Licence Reviews until transitioned to UÉ. Where not by Water Services staff, continue to undertake ambient sampling.		Until UE arrangements are in place to transition this service.
	Statutory obligations activities such as Data Protection,	If required, continue to provide statutory support for water related data protection, FOI and AIE requests.		2026

	FOI and AIE			
	Road Reinstatements where carried out by non-Water Services LA Staff	Continue to provide Road Reinstatements where work carried out by non-Water Services LA Staff.		Until UE arrangements are in place to transition this service.
	Other LA staff attendance for water and wastewater services emergencies.	Continue to provide non-Water Services LA Staff support to UÉ when required e.g. attendance at outages, bursts, winter maintenance etc. and costs to be recouped from UÉ.		2026

SCHEDULE 2
(Charging Schedule)

SCHEDULE 3
(Invoice and Supporting Documentation)

SCHEDULE 4
(The Units)

The Units being the respective property asset class as defined below;

- 1. Office Space means accommodation for staff working in Water Services provided with [•] work stations for each of the Water Services Staff (as required), situated at [•] on the [•] floor(s), and shown outlined in the Plan numbered [•] annexed hereto and as identified/listed in the ancillary Appendix [•]**
- 2. Depots / Stores means the shared ground facilities comprising office space, welfare facilities, containers, stores and yards situated at [•] and shown outlined in the Plan numbered [•] annexed hereto and as identified/listed in the ancillary schedule [•]**
- 3. Machinery Yard means the site upon which vehicles that support the delivery of Water Services are parked when not in use in a safe and secure area controlled by the Local Authority situated at [•] and shown outlined in the Plan numbered [•] annexed hereto and as identified/listed in the ancillary Appendix [•]**
- 4. Laboratory means a shared Laboratory used for the purposes of performing testing of water and wastewater samples for Uisce Éireann situated at [•] and shown outlined in the Plan numbered [•] annexed hereto and as identified/listed in the ancillary Appendix [•]**

APPENDICES TO SCHEDULE 4

SCHEDULE 5

(Services in respect of the Units)

Ancillary Rights to be provided by the Local Authority to Uisce Eireann and the Water Services Staff

1. The use of such of all common parts of the buildings/premises associated with the Units as shall from time to time be designated for use by Uisce Eireann and the Water Services Staff. Provide access to shared common areas/facilities including welfare facilities, meeting rooms, printing, postage, consumables and to the existing car parking.
2. Utilities comprising of electricity, water, heating & air conditioning and internet access as defined in the Information and Communications Technology Clause 5.9 of the Master Co-operation Agreement.
3. Cleaning service, supplies and waste disposal.
4. Property rates, rents and building service charge where applicable.
5. Maintenance and repair of all office equipment, mechanical and electrical systems and furniture.
6. Provide a safe place of work in accordance with the Safety, Health and Welfare at Work Act 2005
7. Building security including the provision of access control cards / keys for all Water Services Staff (both LA and UE).

(Services in respect of the Depot / Store Units)

1. The use of such of all common parts of the buildings/premises associated with the Units as shall from time to time be designated for use by Uisce Eireann and the Water Services Staff. Provide access to shared common areas/facilities including welfare facilities, meeting rooms, stores, external yards, printing, postage, consumables and to the existing parking facilities.
2. Utilities comprising of electricity, water, heating & air conditioning and internet access as defined in the Information and Communications Technology Clause 5.9 of the Master Co-operation Agreement.
3. Cleaning service, supplies and waste disposal.
4. Grounds Maintenance and bay provision.
5. Property rates, rent and building service charge where applicable.

6. Maintenance and repair of all depot/stores equipment, mechanical and electrical systems and furniture.
7. Provide a safe place of work in accordance with the Safety, Health and Welfare at Work Act 2005
8. Building security including the provision of access control cards / keys for all Water Services Staff (both LA and UE).

(Services in respect of Machinery Yards)

1. The use of such of all common parts of the buildings/premises associated with the Units as shall from time to time be designated for use to park Uisce Eireann and the Water Services fleet vehicles and equipment when not in use.
2. Utilities comprising of electricity for provision of external and internal lighting.
3. Cleaning service, supplies and waste disposal.
4. Grounds Maintenance and bay provision.
5. Property rates, rent and building service charge where applicable.
6. Maintenance and repair of all machinery yard equipment, mechanical and electrical systems and furniture.
7. Provide a safe place of work in accordance with the Safety, Health and Welfare at Work Act 2005
8. Building security including the provision of access control cards / keys for all Water Services Staff (both LA and UE).

(Services in respect of the Laboratory Units)

1. The use of such of all common parts of the buildings/premises associated with the Units as shall from time to time be designated for use by Uisce Eireann and the Water Services Staff. Provide access to shared common areas/facilities including welfare facilities, meeting rooms, stores, external yards, printing, postage, consumables and to the existing parking facilities.
2. Utilities comprising of electricity, water, heating & air conditioning, laboratory gases, extraction systems, chemical drainage and internet access as defined in the Information and Communications Technology Clause 5.9 of the Master Co-operation Agreement.
3. Cleaning service, supplies and waste disposal.

4. Property rates, rent and building service charge where applicable.
5. Maintenance and repair of all laboratory equipment, mechanical and electrical systems and furniture.
6. Provide a safe place of work in accordance with the Safety, Health and Welfare at Work Act 2005
7. Building security including the provision of access control cards / keys for all Water Services Staff (both LA and UE).

SCHEDULE 6

(List that Relates to Clause 4.7 of Master Co-Operation Agreement)

PART A

Part A Critical Process Areas

PART B

Part B Critical Process Areas

IN WITNESS WHEREOF this Support Services Agreement is executed by the Parties as follows:-

SIGNED for and on behalf of
UISCE ÉIREANN by

Name:

Title:

Date:

SIGNED for and on behalf of
[] **COUNTY COUNCIL** by

Name:

Title:

Date:

SCHEDULE 3

(Legacy issues identified as at December 2022 not including those being followed up directly between the Sector and DHLGH)

Issue
Emergency Response
Central Management Charge
Lead Pipes in LA housing
Pensions
Forward Planning/Economic Development
Developer Provided Infrastructure and Taking-In-Charge resources to complete Local Authority work
Group Water Schemes
Inventory / Stores
Machine Yards
Laboratories
Asset transfer and obsolete assets
Small Public Supplies

SCHEDULE 4
(Data Protection)

Types of Personal Data

Personal Data relating to:

- members of the public and Uisce Éireann customers namely, names, addresses, location data, contact numbers, email addresses, customer numbers, WPRN numbers, account numbers and details;
- data in respect of vulnerable customers namely names, addresses, location data, phone numbers, email address and sensitive information in relation to health concerning the supply of water services to vulnerable customers;
- data in respect of water and waste water plants namely CCTV information;
- data in respect of Uisce Éireann's staff members to include contractors namely names, photos, email address and contact numbers.

Categories of Personal Data:

Uisce Éireann customers and staff members

SCHEDULE 5
(Insurance Terms)

1. Employers liability - UÉ

1.1 Permitted exclusions

War risk; Asbestos, Radioactive Contamination, RTA risks, Terrorism, Demolition.

1.2 Period of insurance

From the Effective Date for the Term.

2. Public liability - UÉ

2.1 Permitted exclusions

2.1.1 liability in excess of €100,000,000 for each and every claim or series of claims arising from a single event and in the period in respect of products/pollution liability;

2.1.2 war risks;

2.1.3 radioactive contamination / nuclear explosion;

2.1.4 sonic boom;

2.1.5 persons under a contract of service or apprenticeship with the Local Authority;

2.1.6 defective workmanship and materials (but not damage resulting there from);

2.1.7 mechanically propelled vehicles to which the Road Traffic Acts 1961 to 2011 apply; and

2.1.8 loss or damage due to design undertaken for a specific fee.

2.1.9 Terrorism/Asbestos

2.1.10 Gradual Pollution or contamination

2.1.11 Fines, penalties, liquidated damages.

2.2 Period of insurance

From the Effective Date for the Term.

3. **Professional Indemnity – UÉ and LA**

3.1 **Permitted Exclusions**

Third Party Bodily injury / Third Party Property Damage

Injury to employees

Provision of finance or advice on financial matters

Malicious, criminal or deliberate illegal acts

Insolvency

Fines, penalties, liquidated damages or any penal, punitive, exemplary, non- compensatory or aggravated damages

Failure of information technology

Contractual Liability that would not apply in the absence of the contract.

3.2 **Period of insurance**

From the Effective Date for the Term and, whichever is the later, for a period of three years following expiry or termination of this Agreement and any period of maintenance under a works contract relevant to the Services.

4. **Environmental Impairment Liability - UÉ**

4.1 **Permitted Exclusions**

to **Loss**, legal liability, claimant's cost or expenses or **Defence Costs** in connection with or arising out of or related to:

1. Aircraft, watercraft and vehicles

2. Contractual Liability unless such liability would have attached to the **Insured** notwithstanding such contract or agreement

3. Divested Property

4. Employers Liability

5. Fines, Liquidated Damages and Contractual Penalties

criminal, non-criminal, civil or administrative fines, penalties, exemplary, punitive, aggravated or multiplied damages.

6. Fly-tipping

any act of **Fly-tipping** by the **Insured** or a third party.

7. Fraudulent / Intentional Acts

8. Insured's Property

Property Damage to any real property or personal property owned, leased, operated by or in the care, custody or control of the **Insured** other than **Remediation Costs** covered under Section A of the **Policy**.

9. Judicial Review

10. Known Conditions

11. Lead/Asbestos

12. Inevitable or Pre-existing Odour

13. Products

14. Radioactive Contamination

4.2 **Period of insurance**

From the Effective Date for the Term.

5. **Motor Insurance – UÉ and LA**

5.1 **Period of insurance**

From the Effective Date for the Term.

6. **Employment Practices Liability Insurance – Recommended for UÉ and LA**

6.1 Subject to policy terms and conditions, exceptions, exclusions and warranties.

6.2 **Period of insurance**

From the Effective Date for the Term.

IN WITNESS WHEREOF this Agreement is executed by the Parties as follows:-

SIGNED for and on behalf of
UISCE ÉIREANN by

Name: Niall Gleeson

Title: Chief Executive Officer

Date:

Name: Richard O’Sullivan

Title: Company Secretary

Date:

SIGNED for and on behalf of
[] **COUNTY COUNCIL** by

Name:

Title:

Date: